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GENERAL SALES CONDITIONS

§ 1

GENERAL PROVISIONS

1. The present General Sales Conditions (hereinafter referred to as "GSC") apply to all Agreements of Sales of meat, meat products and other food products (hereinafter jointly referred to as "Goods") concluded between Meat Team Poland Spółka z ograniczoną odpowiedzialnością (Limited Liability Company), with its registered seat in Warsaw (hereinafter referred to as the "Seller") and its customer (hereinafter referred to as the "Buyer") purchasing the Goods in connection with its business activity, regardless of the location and the country of the seat of the Buyer.
2. The provisions of the general terms and conditions of the Buyer's agreement that are contrary to these GSC are in no event binding for the Seller, unless they have been confirmed by the Seller in written form.

§ 2

MANNER OF CONCLUSION OF THE AGREEMENT

1. In order to conclude the Agreement, the Buyer and the Seller shall conduct negotiations in order to agree upon the main terms and conditions of the future sales agreement. The negotiations shall be conducted in a form agreed upon by the Parties, including e-mail, fax, telephone or written correspondence. Unless the Parties agree differently, the objective of the negotiations is to determine the content of the future Sales Agreement.
2. Following the completion of the negotiations, if the Parties have reached consensus on the main terms and conditions of the agreement, the Seller shall prepare a sales agreement (hereinafter referred to as the "Sales Agreement"), sign it and send to the Buyer for signature by e-mail or by fax.
3. The Sales Agreement shall contain all terms and conditions agreed upon by the Parties during negotiations, including, inter alia: the specification of the Parties thereto, the subject of the agreement, the manner of delivery of Goods, sales price (per unit and total); fees for additional services such as transport and/or transport insurance, payment terms, manner of payment as well as other information required for the proper execution of the Agreement.
4. Subject to point 5., the Sales Agreement shall be concluded on the date of delivery of the Sales Agreement signed by the Buyer to the Seller. The Buyer shall deliver the

- signed Sales Agreement to the Seller by e-mail or by fax, not later than 24 hours from the delivery thereof by the Seller pursuant to Art. 2 (2).
5. Should the Buyer fail to deliver the signed Sales Agreement to the Seller within 24 hours from the moment of the delivery thereof by the Seller, it shall be deemed that the Parties concluded the Sales Agreement on the date of expiry of the period specified hereabove. In order to avoid doubts, in the circumstances specified in point 1, the Sales Agreement constitutes an offer in the light of the provisions of Polish Civil Code, and as such may be accepted by the Buyer only without stipulations.
 6. The Sales Agreement shall be signed by persons duly authorised to make statements of will on behalf of the Buyer.
 7. The venue of conclusion of the Sales Agreement is the registered seat of the Seller.
 8. By signing the Sales Agreement, the Buyer declares to have read and accepted the content of the GSC. Upon acceptance by the Buyer the GSC become an inherent part of the Sales Agreement.
 9. The Seller has the right to verify the authenticity of signatures and authorisations of the representatives who sign all documents submitted to the Seller in connection with the conclusion and execution of the Sales Agreement. The Buyer is obliged to enable the verification of the authenticity of signatures and authorisations of the representatives who sign all documents submitted to the Seller in connection with the conclusion and execution of the Sales Agreement, on request of the Seller, within 24 hours from the receipt of such request. The lack of response of the Buyer to the Seller's request shall be deemed as the confirmation by the Buyer of the authenticity of signatures and authorisations of the persons specified in point 9.
 10. The Seller may perform its obligations under the Sales Agreement through third parties or subcontract the performance of such obligations to third parties (so-called subcontractors). The above provision applies also to the Seller's right to perform its obligations through its statutory representatives.

§ 3

DELIVERY

1. The Goods shall be delivered in compliance with the provisions agreed upon by the Parties and contained in the Sales Agreement.
2. All references in the content of the Sales Agreement to such trade terms as Ex Works, FCA, etc. refer to the most current terms of Incoterms issued by the International Chamber of Commerce in Paris that are binding at the moment of conclusion of the Sales Agreement.
3. The Delivery is performed by means of handing the Goods over to the Buyer or to persons authorised by the Buyer (including carriers or forwarding agents). If the Buyer or the person authorised by the Buyer fails to appear at the time and place of delivery, the Goods shall be deemed as delivered and shall be stored at the risk and expense of the Buyer.
4. In cases when it is justified by important interest of the Seller or by technological process, the delivery may be performed in parts upon a written consent of the Buyer. In cases when the Goods are delivered in form of partial consignments, the Seller shall have the right to issue separate invoices for each partial consignment.
5. The Seller shall insure the Goods only in cases, when it is expressly specified in the Sales Agreement, on the terms and conditions specified therein.

6. The Buyer is obliged to collect the ordered Goods in time. Should the Buyer fail to collect the Goods due to reasons beyond the control of the Seller, the Seller shall have the right to sell the Goods to any third parties selected at its discretion, after:
 - a. 5 (five) hours from the moment of the planned collection by the Buyer - in the case of fresh Goods;
 - b. 2 (two) days from the moment of the planned collection by the Buyer - in the case of frozen Goods;
7. The Buyer shall bear all costs and expenses resulting from the failure to collect the ordered Goods within the agreed term, as specified in Art. 3 (6).
8. The right of the Seller to sell the Goods set forth in Art. 3 (6) does not preclude other rights of the Seller under the provisions of law.

§ 4

PRICE AND TERMS OF PAYMENT

1. The Price shall be denominated in the currency agreed upon by the Parties.
2. Unless the Parties agree to the contrary in the Sales Agreement, the Price shall not include taxes, customs or any other levies.
3. The Price shall be paid by bank transfer to the bank account of the Seller specified in the invoice, within the term specified in the Sales Agreement.
4. The date of payment shall be deemed as the date of crediting the bank account of the Seller specified in the invoice with the due amount of payment.
5. The Buyer hereby represents to the Seller that it will not apply any deductions or any other discounts from the Price.
6. For services not envisaged in the Sales Agreement but performed basing on mutual agreement with the Buyer and/or in order to duly execute the provisions of the Sales Agreement, the Seller shall be entitled to an appropriate fee in the amount corresponding to the works conducted by the Seller and to a reimbursement of all incurred costs.
7. In the event of delay in payment of the Price, the Seller shall have the right to charge the Buyer with statutory interest. The interest shall be payable starting from the day following the term of payment specified in the Sales Agreement and until the date of payment of the due amount.
8. In the event of claims of the Seller arising from the conclusion and/or execution of the Sales Agreement, the Seller reserves the right to deduct potential counterclaims of the Buyer or to withhold the Goods until all payments due to the Seller arising from the conclusion and/or execution of the Sales Agreement are settled by the Buyer.
9. In case when the credit limit is given to the Buyer by the Seller, the cooperation between the Parties can be only done within a given limit. In case of exceeding of the credit limit by the Buyer or abolition of the limit by the insurer of the Seller, the Seller will be required to make a payment for ordered goods in the amount of 100 percent of its value.

§ 5

COMPLAINTS

1. The Buyer shall inspect the purchased Goods for any defects, both quantitative and qualitative, immediately and directly after the Goods are delivered (handed over) to

the Buyer pursuant to Art. 3, points 1- 3 of the present GSC. The Delivery shall be performed by means of handing the Goods over to the Buyer or to persons authorised by the Buyer (including carriers or forwarding agents).

2. The Buyer shall submit to the Seller written complaints regarding all types of defects of the Goods immediately after the Goods are delivered (handed over), although not later than:
 - a. in the case of quantity complaints:
 - a. on the date of delivery - for refrigerated Goods
 - b. within 7 days from delivery - for frozen Goods
 - b. in the case of quality complaints:
 - a. within 24 hours from delivery - for refrigerated Goods
 - b. within 14 days from delivery - for frozen Goods
3. All complaints require written form and should contain:
 - a. the specification of the relevant Sales Agreement;
 - b. a description of the Goods and the value of the defective Goods;
 - c. a proposed manner of handling the claim;
 - d. documentation enabling to determine the state of the Goods and the circumstances that led to the occurrence of defects.
4. The loss of weight caused by the freezing or refrigerating of the Goods shall not be deemed as defect, provided that the weight loss does not exceed 1 (one) per cent of the initial weight of the Goods. The Buyer shall be entitled to file complaints related to the weight of the Goods only in the event if the objections related to the Goods are entered into the document confirming the receipt of Goods by the Buyer or by a duly authorised representative thereof, and if the Goods have been weighed by the Buyer or by a duly authorised representative thereof upon delivery.
5. Should the Buyer fail to comply with the provisions of points specifying the requirements for the lodging of complaints, in particular if the Buyer fails to notify the Seller about the complaint within the terms specified in point 2 and to submit the required documents, the Buyer shall lose the right to file complaints and the complaints shall not be handled. All quantity and/or quality complaints resulting from transport should be supported with relevant documents, including documents granting the Seller the right to recourse, such as a protocol prepared together with a representative of the carrier (driver).
6. In the event if the Goods have been sold or processed by the Buyer or if the Buyer uses the Goods, the Buyer shall lose its rights resulting from the defects (both qualitative and quantitative).
7. The Seller shall not be liable to the Buyer for any defects of the Goods if the Buyer was aware of the existence of such defects at the moment of signature of the Sales Agreement.
8. The Seller is obliged to consider the complaints immediately, not later than within 14 days from the notification.
9. In the case of complaints related to delivered Goods, the Seller shall be entitled to inspect the Goods at the premises of the Buyer.
10. Filing complaints, submitting remarks or any other reservations does not release the Buyer from the obligation to pay the Price for the purchased Goods.

§ 6

RESPONSIBILITY OF THE SELLER

1. The Seller shall be liable to the Buyer for damages connected with non-performance or improper performance of its obligations only in the event if such damages to the Buyer result from wilful misconduct.
2. The Seller shall be liable to the Buyer for damages resulting from the actions and omissions of the parties that it uses to perform its obligations as well as of the parties whom it entrusts with the performance of its obligations (including the actions and omissions of its statutory representative) only in the event if such damages result from wilful misconduct of such parties.
3. Failure to deliver the Goods at the time specified in the Sales Agreement that does not result from wilful misconduct of the Seller shall not constitute a breach of the Sales Agreement. In the event of failure to deliver the Goods within the term specified in the Sales Agreement not resulting from wilful misconduct of the Seller, the Parties shall agree upon an additional, reasonable time and place of delivery of the Goods by the Seller. The above provisions do not preclude the provisions of Art. 7 (4) of the present GSC.

§ 7

WITHDRAWAL AND TERMINATION OF THE AGREEMENT

1. Should an event deemed as force majeure as specified in Art. 7 (2) occur after the conclusion of the Sales Agreement, preventing the Seller from the performance of the whole or part of its obligations under the Sales Agreement, the Seller shall be released from the obligation to execute the Sales Agreement in a timely manner for the period of duration of such circumstances. The performance of the obligations of the Seller shall be prolonged by the period of occurrence of the circumstances deemed as force majeure, provided that the Seller notifies the Buyer about the occurrence of such circumstances within 7 business days from the commencement thereof. The above provision does not preclude the Seller's right to withdraw from the Sales Agreement (in whole or in part) in the event of occurrence of circumstances of force majeure, within 14 days from the day of commencement of circumstances of force majeure.
2. Circumstances of force majeure shall include: forces of nature such as fires, earthquakes, hurricanes, typhoons, thunder strikes, hail, epidemics; military operations such as war, war operations, rebellions, riots, terrorist acts, revolutions, military coups, strikes, illegal strikes, lockouts, blockades; acts of national or international authorities including export or import restrictions, embargoes, currency restrictions, environmental pollution and other circumstances of extraordinary nature, remaining beyond the control of the Seller.
3. From the date of commencement of circumstances of force majeure, the Seller shall be released from any liability, including compensatory liability to the Buyer for the non-performance of the Sales Agreement by the Seller due to circumstances of force majeure. In the event of withdrawal from the Sales Agreement (in whole or in part) by the Seller due to occurrence of circumstances of force majeure, the Buyer is not entitled to claim the reimbursement of incurred costs neither to claim damages against the Seller.

4. If, after the conclusion of the Sales Agreement, the Seller's supplier refuses to deliver the Goods the supplier is obliged to deliver under the agreement between the supplier and the Seller, due to circumstances beyond the control of the Seller, the Seller shall immediately notify the Buyer about such hindrance to the execution of the Sales Agreement and about the influence of such hindrance on the possibility to execute the Sales Agreement. Subject to the subsequent provision, the Seller and the Buyer shall agree upon a manner of execution of the Sales Agreement by means of determining a new time and place of delivery. If the Seller fails to find another supplier within a reasonable period of time from the moment of occurrence of the hindrance, or if the conclusion of an agreement with another supplier would cause further costs for the Seller, unforeseen by the Seller at the moment of conclusion of the Sales Agreement, the Seller shall have the right to withdraw from the Sales Agreement (in whole or in part) within 14 days from the last day on which the delivery should be made in accordance with the Sales Agreement. In the event of withdrawal from the Sales Agreement (in whole or in part), the Buyer is not entitled to claim the reimbursement of incurred costs neither to claim damages against the Seller. In order to avoid doubts, for the purposes of this paragraph the supplier shall be understood as the party from whom the Seller purchases the Goods in order to resell them to the Buyer.
5. In the event if public charges levied by public authorities, transport rates or other charges related to the export of Goods are raised between the date of conclusion of the Sales Agreement and the date of delivery of Goods, the Seller shall have the right to increase the Price by the amount equivalent to the increase in the aforementioned charges.
6. Notwithstanding the provisions set out above, the Seller shall have the right to withdraw from the Sales Agreement (in whole or in part) within 14 days from the conclusion thereof. In the event of withdrawal from the Sales Agreement (in whole or in part), the Buyer is not entitled to claim the reimbursement of incurred costs neither to claim damages against the Seller.
7. The Seller shall be entitled to withdraw from the Sales Agreement (in whole or in part) in the event if petition for bankruptcy has been filed against the Buyer, or if the Buyer fails to perform its due financial obligations, within 14 days from the date when the Seller becomes aware of filing the petition for bankruptcy against the Buyer, or from the date when the Seller becomes aware of the Buyer's failure to perform its due financial obligations. In the event of withdrawal from the Sales Agreement (in whole or in part), the Buyer is not entitled to claim the reimbursement of incurred costs neither to claim damages against the Seller.
8. The withdrawal from the Sales Agreement (in whole or in part) requires written form and should be sent to the Buyer by fax or e-mail.

§ 8

JURISDICTION AND GOVERNING LAW

1. All disputes arising from or in connection with the Sales Agreement shall be governed by Polish jurisdiction and shall be settled by the court of local jurisdiction proper for the registered seat of the Seller. The present GSC constitute an integral part of the Sales Agreement.
2. The Sales Agreement concluded between the Parties, including these GSC, is governed by Polish law.

3. The United Nations Convention on Contracts for the International Sale of Goods, signed in Vienna on the 11th of April, 1980, does not apply to the Sales Agreement concluded between the Seller and the Buyer.
4. All headings contained in the present GSC are of exclusively informative nature and should be understood accordingly.

§ 9

Should any of the provisions of the present GSC be deemed as invalid by virtue of law, such circumstance shall not influence the validity of the remaining provisions thereof, unless the circumstances would lead to an obvious conclusion that the Parties would not have concluded the Sales Agreement without such invalid provision. Should any of the provisions of the present GSC be deemed as invalid by virtue of law, the Parties shall be obliged to immediately modify the Agreement concluded between them so as to include substitute provisions whose objective would be equivalent or as similar as possible to that of the provisions deemed as invalid.

§ 10

These GSC enter into force on the 14th of June, 2012 and apply to all Sales Agreements concluded thereafter.