



**MEAT TEAM POLAND Sp. z o.o.**

Ul. Targowa 68/4,

03-729 Warszawa

tel. +48 22 6223303

fax. +48 22 6987377

e-mail: [jj@meatteam.com](mailto:jj@meatteam.com) webpage: [www.meatteam.com](http://www.meatteam.com)

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## **MEAT TEAM POLAND SP. Z O.O.**

### **GENERAL PROVISIONS FOR SERVICES**

#### **§1**

1. The General Provisions for Services apply to relationships between Meat Team Poland Sp. z o.o. (The Company) and Contractors of The Company (The Contractor).
2. The Contractor, on the basis of hereto document is understood as any subject placing an order for delivery of goods on the basis of purchase or sale agreement.

#### **§2**

1. The service which has been ordered at The Company or ordered by The Company means only these activities which have been mentioned in the order and stays valid until the end of supplies for goods that have been ordered.
2. Any payment rates and the scope of service mentioned in the order are related only to goods defined in the order and are used only in typical, not changed conditions of realization of the service ordered.
3. In case, any point of the order changes which is based on external cause, not dependent from The Company, the prices given or agreed can be changed, resulting from the moment of this change. Any correction of the order, caused by The Company, requires The Contractor's approval.

#### **§3**

1. The Company performs its activities based on the order, placed by The Contractor and accepted by The Company. Acceptance of the order means that an agreement has been concluded, based on which The Company undertakes to sell or purchase of goods or to undertake other services related with the service e.g. delivery/supply to/from the place described by The Contractor.
2. An order is treated as accepted for realization from the moment of receiving an order by The Company, unless The Company will notify The Contractor within two business days of refusal of an offer. In case of refusal, the agreement is not being concluded.
3. An agreement is also concluded when The Contractor is not refusing its fulfillment as described in the order, within one day from placing an order.
4. The order does not require for its validity to be in a written form, however, in order to avoid any misunderstandings and misrepresentation it is recommended the order to be issued or confirmed in writing or by fax, e-mail
5. The Company is not liable for consequences of mistakes and misunderstandings that occur because of placing order verbally or via telephone.
6. The Company is not liable for the consequences of supplementary instructions provided by The Contractor directly or indirectly to third parties engaged in the performance of the order.
7. The order should indicate the scope of services ordered, the kind and properties of goods, marks and numbers of the packages, number of pieces, weight, and any others particulars and documents necessary for its proper execution and identification.
8. The Contractor is obliged to place a complete and correct order. The Contractor is liable for including into order any fake, not precise, not complete or improper information.
9. The Company is authorized to check, whether information included in the order is correct and exhaustive.
10. The Company is entitled to verify the genuineness of the signatures and power of attorney of the signatories to sign the orders, notices, transfers, assignments and other documents.

#### § 4

The Company is authorized to undertake the order accepted for realization and/or any additional performances connected with it through the subcontractors. In such case any regulations concerning liability, mentioned in hereto document shall prevail for subcontractors.

#### § 5

1. The Company reserves a right to execute the order by itself or through the other entities (subcontractors).
2. In case the order has been undertaken by a subcontractor, The Company is not liable for its realization, in scope performed by the subcontractor.
3. Goods are insured, upon direct request mentioned in the order.

#### § 6

1. In case of any circumstances that make it impossible to realize obligations resulting from the order generally or partly (governmental instruction, natural disasters, strikes, and other defined as force majeure based on definition of International Chamber of Commerce in Paris (ICC 421 regulation), The Company shall not be liable for realization of an order on time during these circumstances. The Company notifies The Contractor of its occurrence within two business days from its occurrence.
2. In case the circumstances mentioned above being for so long that they may result with impossibility of realization of an order, The Company can terminate the contract without notice period, however the company is entitled to receive a return of costs connected with realization of an order and proper and adequate part of the salary for undertaken activities.
3. Any seizure, loss of good (confiscation), resulting from force majeure or other governmental acts regarding goods does not have any influence on Companies claims provided they are not consequences of The Company's negligence.

#### § 7

1. The Contractor is obliged to pay the salary to The Company in compliance with concluded agreement.
2. The Contractor is obliged to pay for any services which are not included into order, but realized in consultation with The Contractor and/or undertaken in order to fulfill the order properly.
3. The Contractor is obliged to pay for services from the moment of fulfillment of the order, unless it has been agreed differently. However in case of orders being realized successively The Company may require partial payments after each delivery.
4. The Company is authorized to add statutory interest for delay in payments in case of delays in payment by The Contractor.
5. In case of any claims of The Company based on the order or related with realization of this order, The Company preserves a right to set off mutual dues or to keep goods until the moment of realization of claims of the Company towards the Contractor.

#### § 8

The Company's liability is based on Incoterms 2000 with exceptions made in hereto document.

#### § 9

1. The Contractor is obliged to file a compliant under conditions described in hereto paragraph.
2. A compliant for the amount can be filled:
  - a. In case of cooled goods - on the day of unloading
  - b. In case of frozen goods – during 14 days from unloading

3. A compliant for the quality can be filled:
  - a. In case of cooled goods - on the day of unloading
  - b. In case of frozen goods – during 14 days from unloading
4. In other cases a compliant may be filled within 2 business days from unloading.
5. Filling a compliant shall include documents that can define conditions of goods and any circumstances of occurrence of damage/shortages.

#### § 10

1. The Company is authorized to lien on goods and/or documents until the payment that has not been paid on time (current and overdue).
2. The Company is also obliged to lien on goods, documentation and payment instruments, that are in its disposition for any reason in case there is a possibility of occurrence of claims of The Company to The Contractor and/or other person that request its release.
3. The Contractor is obliged to cover any costs of lien.

#### § 11

1. The limitation period for any claims based on order is one year.
2. The limitation period starts:
  - In case of claims based on damage or shortages in goods – from the date of unloading;
  - In case of complete loss of the goods or delay in delivery – from the date on which goods were to be delivered.;
  - In any other cases – from the date of realization of the order.

#### § 12

1. Unless other intention appears, any disputes between The Company and The Contractors shall be solved by:
  - In case parties have its registered seat (residence) in Poland, by proper Polish courts as described in legal regulations in that scope,
  - In case one of the parties has its seat or residence outside of Poland, by the court as described in the agreement or as described in international legal regulations in that scope.
2. Unless the parties agree otherwise, Polish law shall prevail.

#### § 13

Hereto document comes into force from the 1st of January 2008.