

General Terms and Conditions - Ingredientwise Sp. z o.o.

§ 1 General provisions

These General Terms and Conditions of Business (GTC) apply to all transactions/sales agreements between Ingredientwise Sp. z o.o. transactions/sales agreements between Ingredientwise Sp. z o.o. (hereinafter referred to as 'Seller') and the Purchaser of Ingredientwise Sp. z o.o. (hereinafter referred to as the Purchaser) and form an integral part of each sales contract.

The GTCs shall apply during the term of these contracts.

(2) The placing of an order by the Buyer implies acceptance of the terms and conditions set out below,

- unless otherwise stipulated in specific agreements concluded between the Buyer and the Seller. By agreements detailed agreements shall be understood as agreements concluded between the Purchaser and the Seller, other

which specify additional terms and conditions of cooperation or provisions of a sales agreement which exclude the application of individual provisions of the GTCS.

application of individual provisions of these General Terms and Conditions. 3.

In the event of invalidity, ineffectiveness or irrelevance of some provisions of the GTCS, the remaining provisions of the GTCS shall remain in force.

3. In the event of the invalidity, invalidity or nullity of certain provisions of the GTCT, the remaining provisions of the GTCT shall remain valid.

§ 2 Order

(1) An order should be submitted by the Purchaser in writing, signed by persons authorised to

to do so, and indicated by persons authorised to represent the Purchaser. In the event of a change of the person authorised to place orders on behalf of the Purchaser, the Purchaser shall be obliged to designate that person, under pain of non-acceptance of the order by the Seller.

The basis for the Seller's acceptance of an order for fulfilment is an order sent by the

Buyer by e-mail to the Seller's address. 3.

(3) The Purchaser is obliged to provide on the order:

- order reference number,

- the expected date of delivery,

- the exact delivery address (street, square or alley name, building number, postal code and town), the postal code and town),

- the contact person and his contact details at the place of collection,

- the item number in accordance with the seller's offer

- the exact name of the goods,

- the quantities ordered,

- the unit price of the goods ordered

4. an order is deemed to be accepted only after it has been officially confirmed. Failure to accept the order does not mean that it is accepted for fulfilment.

(5) Order acceptance is confirmed by a VAT invoice, a proforma invoice, a written confirmation or an confirmation by e-mail containing the range of products, quantity, order value and completion date.

(6) Orders sent to the Seller may not be accepted for execution due to

Buyer's overdue receivables, lack of available credit limit or lack of necessary information to enable the execution of the order specified in § 3 pt. 3.

(7) Sales agreements concluded by the Seller shall be binding provided that the obligations of the Seller's Seller's suppliers. If the Seller does not receive the goods from his supplier on time, he has the right to withdraw from the implementation of the sales contract after informing the Buyer in writing.

§ 3 Price

The prices for the goods offered by the Seller are net prices. To these prices, VAT applicable according to the relevant legislation shall be added.

§ 4th Edition of goods, their transport and receipt by the Purchaser 1.

(1) The goods shall be released upon acceptance by the Purchaser. This moment is considered as the date of sale, which under relevant

which, pursuant to the relevant provisions of the law, entitles and obliges the Seller to issue a VAT invoice. VAT invoice. 2.

(2) Transport of goods means their delivery to the place indicated by the buyer in the order.

in the order. Transport does not include the unloading of goods. The unloading costs shall be borne by the Buyer. Buyer

The buyer is obliged to unload the goods without undue delay. 3.

(3) The terms of delivery shall be agreed when the order is placed. The Incoterms (International Commercial Incoterms (International Commercial Terms). The version currently in force is Incoterms 2020, which has replaced Incoterms 2010.

(4) If the place of delivery of the goods is other than the Buyer's address, the Buyer is obliged to

indicate the person/entity authorised to receive the goods, stating his/her name and identity document number on the order (in the case of an economic entity, its name, exact address as well as an authorised person with contact details).

In the event that the purchaser fails to comply with this obligation and the document confirming the If the delivery of the goods is accompanied by the signature of the person collecting the goods, the buyer cannot claim against the seller that the goods have not been delivered or have been collected by a person who is not authorised to do so. 5.

(5) The receipt of the ordered goods shall be confirmed by the Buyer or persons authorised by the Buyer by signing the delivery document.

signature on the delivery document. 6.

(6) The buyer is obliged to check the delivered goods upon receipt. In the event of

Buyer's objections as to the ordered goods, in particular, in the event of discovered damage, incomplete deliveries or deliveries exceeding the order, the Buyer should draw up a complaint protocol signed by a representative of the Seller during unloading.

a complaint protocol signed by the Buyer's representative and the carrier, under pain of leaving the quantitative complaint unprocessed and the Buyer losing

The Buyer shall lose all claims on this account.

(7) If the Buyer has accepted the goods without checking their condition and quantity with the carrier, or has not made reservations to the carrier indicating the nature of the shortage or damage; he shall be presumed to have received the goods in the condition as written in the list of delivery.

shall be presumed to have received the goods in the condition recorded in the consignment note.

(8) If the goods are collected directly by the Purchaser from the Seller's warehouse, the Purchaser shall forfeit any rights for quantitative shortages in the goods.

rights on account of quantitative deficiencies of the goods, provided that he took them over without reservation. 9.

9th The Seller shall have the right to refuse and not accept returns of goods from the Purchaser, if these returns have not been

previously agreed and confirmed by the Seller. This applies in particular if

delivery is in accordance with the Buyer's order.

(10) The moment the goods are handed over to the Buyer, all benefits and burdens related to the goods as well as the risk of accidental loss shall be transferred to the Buyer.

The buyer shall be transferred all benefits and burdens associated with the goods and the risk of accidental loss of or damage to the goods. 11.

11th In the event that the Buyer changes the place of delivery after loading, insofar as this is possible, the Buyer shall be obliged to pay all costs resulting from the change in the place of delivery (including compensation for prolonged reservation of the respective means of transport).

§ 5 Delivery time

The delivery date is deemed to have been met if the goods are delivered to the purchaser by the agreed date.

to the Purchaser on the agreed date. The Seller shall not be liable for late delivery of the goods to the Purchaser

for reasons attributable to the carrier. 2.

In particularly justified cases, the delivery date may be changed.

The Seller shall notify the Purchaser of this change by e-mail or telephone.

The effect of force majeure, as well as other unforeseeable events such as traffic disruptions, interruptions

Energy supply disruptions, strikes, company closures, other plant disruptions and obstacles of any kind not attributable to the Seller, which prevent or hinder the shipment, shall extend the delivery date by the duration of the obstacle.

§ 6 Payment terms

Any and all invoices and bills issued by the Seller shall be paid by the Buyer without deductions in the manner and on the date indicated on the invoice.

in the manner and on the date indicated on the bill or invoice. 2.

(2) If the Purchaser is entitled to any mature debt towards the Seller, he may

deduct it from the Seller's claim. The Purchaser is obliged to inform the Seller about the deduction made.

is obliged to make an appropriate statement to the Seller, at the latest at the time when the deduction is made. 3.

The day on which the cash is credited to the Seller's bank account or on which the payment is made shall be deemed to be the day on which the payment is made.

Seller's bank account or the date on which the deduction was made.

4th If the Purchaser does not make payment within the time limit indicated on the bill or invoice, the Seller shall have the right to charge, for the duration of the delay, statutory interest calculated for each day of delay.

(5) If the Purchaser is delayed in making payment by more than 14 days, the Seller has the

the right to place all receivables in a state of immediate maturity, including those whose due date has not yet passed. 6.

(6) In the event of a delay in payment by the Purchaser, Ingredientwise Sp. z o.o. shall have the right to commission an

collection to an external company at the expense of the Contracting Party, as well as to send calls for payment and to charge the costs of debt recovery to the Contracting Party

recovery costs to charge the Contracting Party with a lump sum equivalent to the amount of 50

Euro.

(7) If the Buyer is in delay with payment of the price for the delivered goods or if, due to the Buyer's financial condition, it is

financial state, it is doubtful whether the payment of the price for the part of the goods to be delivered later will be made on time.

on time, the Seller shall be entitled to withhold delivery of the goods until the Purchaser has paid

any amounts due for overdue deliveries or provide the Seller with an appropriate security. 8.

8th In the event that the Buyer fails to pay the Seller the full amount of prepayment under the terms of this payment option, the Seller shall have the right to withhold delivery of goods to the Buyer until the Buyer has paid the entire value of the ordered goods.

(9) In any case of non-payment by the Purchaser for the delivered goods, the Seller may immediately withdraw from the agreement, claim compensation for any damage resulting from the Purchaser's default, as well as request the return of the goods, at the same time claiming compensation for wear and tear or damage to the goods. The return of the goods shall then take place at the Buyer's expense.

§ 7 Transfer of ownership

(1) Ownership shall pass to the Purchaser:

a) when purchasing in cash - upon payment at the Seller's cash desk

b) when paying by bank transfer - as soon as the payment is credited to the Seller's account. 2.

Until the expiry of the time limits or events referred to in paragraph 1 of this section, the goods

shall remain the property of the Seller and may be collected by him if the Purchaser is in arrears with payment of the amounts due

despite a written request for payment within the specified additional period. 3.

The Seller's statement or a written agreement between the parties may set other deadlines for the transfer of ownership.

§ 8 Insurance of receivables

The Seller may insure his receivables due from the Purchaser in order to secure his claims.

Buyer. The Purchaser shall then be obliged to undergo an examination procedure by the

Insurer.

The seller may sell or pledge his receivables in order to obtain additional financing.

pledge his receivables.

§ 9 Claims

(1) If the quality of the delivered goods is found to be inconsistent with the accepted specification,

Buyer shall immediately notify the Seller in writing, however, not

not later than within 14 days from the date of receipt of goods, under pain of leaving a quality complaint without being recognised and the Buyer shall lose any claims on this account. In the event that a defect becomes apparent

after the lapse of 14 days (hidden defect), the Buyer is obliged to notify the Seller of its discovery

immediately, but no later than within 3 days of its discovery. 2.

A complaint should be confirmed by official documents (official weighing certificate, waybill, quality certificate, etc.). consignment note, quality certificate, etc.). The Buyer's complaint may not exceed the value of the goods claimed.

(3) The Seller shall inform the Buyer about the method of settling the complaint within 14 days from the date of receiving the complaint report.

4th If the Seller accepts the complaint, he is obliged to replace the batch of goods on the previous terms and conditions or to make an appropriate discount.

previous conditions or to make an appropriate discount. The Buyer has no right to make further claims, and in particular to demand further compensation, coverage of lost profits, etc. The return or sale of goods for the account of the Seller may take place with the written consent of the Seller.

§ 10 Confidentiality clause

The seller undertakes to maintain the confidentiality of all information provided

and made available to him for the purpose of proper fulfilment of the order by the Purchaser. Information

Such information may only be disclosed to employees and subcontractors working directly on the order in question and the performance of the contract in question.

§ 11 Final provisions

(1) Any and all disputes arising from the application of the GTCs or the sales contract shall be settled by the common court of law with jurisdiction over the registered office of the Purchaser.

The common court with territorial and material jurisdiction over the Seller's registered office. 2.

In matters not regulated, the provisions of the Civil Code or relevant provisions of special acts shall apply.