

**GENERAL TERMS AND CONDITIONS OF CONTRACTS OF SALE  
FOR COMPANIES BELONGING TO THE PFEIFER & LANGEN GROUP  
IN POLAND valid from 01.08.2022**

**§1 General Provisions**

1. These General Terms and Conditions of Contracts of Sale apply to all sales contracts concluded by companies belonging to the Pfeifer & Langen Group, i.e.:
  - Pfeifer & Langen Marketing Sp. z o.o. with its registered seat in Poznań, ul. Mickiewicza 35, 60837 Poznań, District Court Poznań - Nowe Miasto and Wilda in Poznań, 8th Division of the National Court Register, KRS 0000149431, NIP [VAT reg. no.] 778-11-18-503, BDO (waste database no.): 116567, share capital of PLN 10,000,000,
  - Pfeifer & Langen Polska S.A. with its registered seat in Poznań, ul. Mickiewicza 35, 60-837 Poznań, NIP [VAT reg. no.] 784-00-03-412, District Court Poznań - Nowe Miasto and Wilda in Poznań, 8th Division of the National Court Register, KRS 0000080986, BDO (waste database no.): 7693, share capital of PLN 96,713,526.40 (fully paid up)
2. The following terms used in these General Terms and Conditions of Contracts of Sale shall have the following meanings:
  - a. **Seller** – Pfeifer & Langen Marketing Sp z o.o. or Pfeifer & Langen Polska S.A.;
  - b. **Buyer** – each entity who concluded a Contract with a Seller;
  - c. **Delivery** – depending on agreement between the parties: issue of the Goods by the Seller to the Buyer or delivery of the Goods to the Buyer's plant, or to any other location agreed by and between the parties;
  - d. **Goods** – products owned by the Seller, being the subject matter of the Contract. Unless agreed otherwise, the Goods shall be delivered in conformity with the quality and packaging specifications adopted by the Seller;
  - e. **Other Returnable Packaging** – plastic pallet or IBC container, being Seller's property, used for delivery of the Goods to the Buyer;
  - f. **GTCCS** – these General Terms and Conditions of Contracts of Sale applicable to Contracts to the extent a given Contract does not include separate regulations,
  - g. **Contract** – a sale contract concluded by and between the Seller and the Buyer, setting out at least the subject matter, price and delivery terms; in the event that the parties have not concluded a framework co-operation agreement, each transaction of the sale of Goods shall be considered a separate Contract, governed by these GTCCS, completed upon the order confirmed by the Seller. The draft of a standard sales contract used by the Seller constitutes an attachment to the GTCCS;
  - h. **Order** – a written order (an offer), made by the Buyer via electronic mail or any other electronic ordering system accepted by the Seller (e.g. by confirming an offer in a document form), concerning the delivery of the Goods under the framework co-operation agreement or a separate contract. The Order shall specify at least: the particulars of the Buyer, detailed quantity and name of the object of the Order, date and place of the Delivery and any other information necessary to properly execute the Order;
3. These GTCCS and/or the Contract constitute the only contractual regulations binding the parties to the regarding the sale of Goods. Consequently, the parties exclude the use of other contractual forms (general terms and conditions of contract, terms and conditions of sale, by-laws and regulations, etc.), including contractual forms used and/or determined by the Buyer.
4. Provisions of these GTCCS may be changed exclusively in writing, otherwise such changes shall be null and void. By concluding a separate Contract the parties may exclude the application of these GTCCS only to the extent regulated otherwise in the Contract. The change of these GTCCS in a particular contract shall not apply to any other contract concluded by the parties. By issuing the order the Buyer confirms that valid GTCCS have been acknowledged and accepted and commits to comply with the provisions of the GTCCS. The provisions of the GTCS and their appendixes are changed by the Seller by posting the new version on the website: <https://www.pfeifer-langen.pl/firma/ogolne-warunki/> and the applicable version of the GTCCS shall be determined by the date of placing the Order and/or concluding the Contract.
5. Any agreements, assurances, promises, guarantees and changes of the Contract made verbally by unauthorised employees of the Seller in connection with the conclusion of the Contract or with the Order shall not be binding.
6. Unless otherwise clearly and unambiguously stated in the Contract, each company within the Pfeifer & Langen Group, defined as the Seller, is an independent entity of the rights and obligations arising from the concluded Contract. Nothing in these GTCCS and/or the Contract shall have the effect nor should be interpreted as resulting in joint and several liability of the companies within the Pfeifer & Langen Group, defined as the Seller, unless it has been stipulated so in the Contract in a clear and unambiguous way, and only to the extent so regulated.

**§2 Conclusion of a Contract**

1. Any decisions concerning the wording of the Contract shall be binding for the Seller provided that they have been made exclusively by the Seller's employee in one of the following positions: Director of Sales, Sales Manager, Key Account Manager, Account Manager, Export Manager and Junior Key Account Manager. Binding offers shall also be made by the Seller's Customer Service Specialist.
2. If the purchase offer is submitted by the Seller according to §2 section 1, the Buyer, by accepting such offer or by submitting the Order, accepts these GTCCS. In the event a purchase offer is made by the Buyer, a Contract shall be concluded only subject to an express confirmation of acceptance of the offer made in writing or by electronic mail, by persons referred to in §2 section 1. If the Buyer makes - at any stage - any objections to the content of the offer made by the Seller or last agreed by the Parties, the Seller's original or last agreed by the Parties offer to conclude the Contract shall expire. The Parties exclude the possibility of implicit acceptance of the Buyer's offer, submitted with reservations, by the Seller. Submitting of an purchase offer shall be deemed equivalent to the Buyer's acceptance of all provisions of these GTCCS.
3. In the event that the parties incorporate in the Contract provisions which exclude or modify these GTCCS, such provisions shall expire as at the date of termination of a given Contract and they shall not apply to any other Contracts binding the parties.
4. In the event of any modification of the Seller's offer or introduction therein of any reservations by the Buyer, the Contract shall be concluded not earlier than upon a written confirmation by the Seller of acceptance of the Buyer's changes or reservations, provided that the said confirmation may be sent by electronic mail.
5. The Buyer shall update documents and information concerning his business activity on a regular basis and inform the Seller of any circumstances that may have a material impact on the Buyer's financial standing.
6. Purchase offers signed by persons authorised to represent the company or by a proxy (together with a respective power of attorney) shall be accepted exclusively in writing or in the document form ( by electronic mail).

**§3 Delivery**

1. The Seller shall make the Delivery of the Goods upon the Buyer's Order. Within two business days of receipt of the Order, the Seller has the right inform that the Seller refuses to make a Delivery on time entirely or in part, under provisions of section 6 and 7 below. Unless the Parties have agreed otherwise, a delivery shall be made on DAP basis in accordance with INCOTERMS standards, by the date indicated in the Order, not less than 2 days or by other date confirmed by the Seller. Goods may not be returned or replaced, except in the events set forward in the provisions of § 8 of these GTCCS. If the Delivery under the Contract is completed in line with the EXW rule, Appendix 1 of these GTCCS shall apply.
2. The Seller's liability for damages for undue performance of the Contract shall be limited to the value of a given Order. The Seller shall not be liable for any lost profits.
3. The Buyer shall be obligated to collect the Goods in compliance with the agreed date and quantity of the delivery. The Buyer shall file Orders systematically, based on the schedule of deliveries, if such schedule has been agreed. In the event of the Buyer's failure to comply with the schedule of deliveries the Seller shall be entitled, at his discretion, to withdraw from the Contract in the scope of the Goods not collected according to the delivery schedule or to make use of the right deriving from art. 551 §2 of the Civil Code. The seller is entitled to exercise the contractual right of withdrawal within 60 days from the date that the grounds for withdrawal occurred. In any case the Buyer shall reimburse the Seller for loss suffered by the Seller as a result of a non-fulfilment of the Contract obligation by the Buyer. Unless provided otherwise in the schedule of deliveries, the Seller reserves the right to refuse to Deliver the Goods if the quantity of

the Goods to be delivered to the Buyer on a given business day exceeds one full vehicle trip compliant with the legal provisions in force in accordance with the logistics standard agreed between the Parties.

4. Failure to perform or undue performance of the Contract or the Order (including lack of Delivery, Delivery of incomplete amount of the Goods, delayed Delivery of the Goods) as a result of occurrence of circumstances beyond the Party's reasonable control and for which the Party is not responsible (force majeure) shall not constitute a violation of the Contract or these GTCCS. A force majeure event is understood as each event beyond the Party's control, which could have not been objectively foreseen in the normal course of business operations, in particular yet not limited to natural disasters, catastrophes, fires, explosions, wars, riots, strikes, states of epidemic, acts of terrorism (including cyberterrorism), hacking attacks, measures taken by public and military authorities, sanctions, embargoes on the import of key raw materials for the operation of the business, etc. For the avoidance of doubt, the Parties point out that the mere occurrence of a given type of force majeure circumstance at the time of conclusion of the Contract or submission or acceptance of the Order shall not preclude the exercise of the Parties' rights referred to in this section 4, provided that in the course of performance of the Contract or the Order their nature and peculiarities change in a manner that could not have been objectively foreseen in the course of business and in accordance with a normal business risk assessment. In the event of the occurrence of Force Majeure circumstances, the Party claiming the same shall notify the other Party immediately, but no later than within 72 hours, of the occurrence of such circumstances. In such a situation, the Parties undertake to use their best efforts to agree on a new way of performance of the Contract or the Order. Notwithstanding the obligation to make arrangements, each Party shall be entitled to withdraw from the Contract or Order (in the part affected by the objective risk of impossibility of performance due to the occurrence of Force Majeure) within 60 days from the date of notifying the other Party of the occurrence of the circumstances of Force Majeure, or in the absence of notification - from the ineffective expiration of the time limit for performance of this information obligation. Circumstances of Force Majeure do not include standard events in the course of business, such as changes in market demand for a given product or service, as well as the cessation of sales or distribution in certain areas.
5. Weight of the delivered Goods shall be determined on the basis of the reading of the weighing equipment at the Seller's plant.
6. Any contractual penalties on account of improper delivery or lack of delivery of the Goods shall not be imposed on the Seller if the Seller ensured due diligence and properly informed the Buyer in due advance that the delivery may not be executed or it will be executed without compliance with the Order.
7. Deliveries executed by the Seller in line with DAP rules shall be performed under the following principles:
  - a) FTL orders (22 up to 24 tons of load) and LTL (below 22 tons of load): if submitted before 10 a.m. - the delivery within 72 hours working hours (that is, excluding Saturdays and public holidays)
  - b) the delivery is performed from Monday to Friday (except for Saturdays and public holidays) from 7 a.m. to 4 p.m.
  - c) The Buyer shall ensure the unloading, including the necessary equipment and shall be responsible for the OHS application
  - d) The return of the pallets shall be performed according to the § 5 or 6 of these GTCCS.

**§4 Price**

1. The price of the Goods shall be each time specified in the Contract and it shall apply for the time period indicated in that Contract.
2. Any and all prices provided by the Seller are net prices, and they shall be increased by the applicable goods and services tax, according to the rate in force as at the date of issue of the VAT invoice by the Seller.
3. Unless the Parties have agreed otherwise, the agreed price shall include packaging, loading and transport. Unless agreed otherwise, the price shall not include the cost of pallets and pallets containers, on which the Goods are delivered and the settlement of the pallets shall be made in line with § 5 or 6 of these GTCCS.
4. All prices are expressed in Polish zlotys, unless the Contract or price lists provide otherwise. If the net price is indicated in a foreign currency, both the price and the VAT tax accounted as per section 2 above (gross price), are also due to the Seller in this foreign currency, unless the payment in Polish zlotys is required by the provisions of binding law.

Unless the Parties have agreed otherwise, the Buyer shall pay the amount due on account of the sale of the Goods by way of pre-payment prior to the performance of the Delivery; otherwise the Seller shall be entitled to refuse the Delivery at the Buyer's risk and cost. Payment shall be deemed to be made on the date of crediting the Seller's bank account with the respective amount. The use of prepayment and the exclusion of the deferred payment date shall also apply when, due to special circumstances not attributable to the Parties and beyond their control, there is a risk of losing the insurance cover for the trade credit risk indicated in § 7 of the GTCCS, despite the existence of a limit and a provision in the Contract. The Seller shall inform the Buyer via electronic mail about such circumstances. The use of prepayment and the exclusion of the deferred payment date shall apply to subsequent Buyer's Orders, placed after sending the abovementioned notification by the Seller, until further notice.
5. Should the Buyer fail to pay for any Order, in full or in part, the Seller shall be entitled to cancel the Order and suspend subsequent Deliveries until the Buyer has paid the outstanding amounts and provided security, acceptable to the Seller, for subsequent payments. Provided the Contract indicates the total amount of the Goods that the Buyer undertook to collect, the cancellation of the Order or withholding further Deliveries by the Seller for the reasons set out in the preceding sentence, shall not result in a reduction of the total amount of the Goods determined in the Contract by the amount of the cancelled or withheld Deliveries.
6. The Buyer may set off his claims against the Seller's claims and/or make an assignment thereof exclusively subject to prior written consent of the Seller.

**§5 Pallets (does not apply to the sale of Goods using road tankers and to molasses or beet pulp and Other Returnable Packaging)**

1. In case that the Seller shall deliver the Goods packed on returnable, used EURO and/or EPAL pallets, the provisions of this § 5 shall apply. EURO pallets and/or EPAL shall be compliant with the marketability requirements in conformity with the standards EN 13698-1, UIC 435-2 and PN-M-78216. The assessment of pallets is made on the basis of the valid version of the ECR Pallets' Assessment Chart.
2. In the event that the Buyer has any objections to the quality of the pallets he shall be obligated to make photographic documentation of the identified defects and send it without undue delay to the Seller's registered seat, as well as by electronic mail to the address indicated by the Seller; otherwise, provisions of section 4 shall apply. Reporting reservations as to the condition of the pallets does not affect the Buyer's obligation to collect the Goods.
3. Upon Delivery, the Buyer shall be obligated to provide the Seller with replacement EURO/ EPAL pallets, which fulfil the marketability requirements in conformity with standards mentioned in section 1 above. The number of pallets to be transferred by the Buyer shall be equal to the number of pallets received from the Seller upon Delivery of the Goods, and their quality shall not be worse than the quality of the pallets received. If the pallets are not delivered in accordance with the provisions of this section 3, the Seller shall be entitled to collect a deposit in the amount equal to the purchase price of the pallets by the Seller determined as of the date of Delivery, payable within 7 days from the date of summons.
4. The number of pallets, their quality and fulfilment thereby of the requirements referred to hereinabove shall be confirmed by the carrier or Seller's employee in the pallet docket.
5. Should the Buyer fail to provide the pallets no later than within 14 days from the date of Delivery, in compliance with the provisions of this paragraph, the Seller shall charge the Buyer for each pallet with an amount corresponding to the current pallet purchase price applicable as at the date of charging by the Seller, increased by the due VAT. The amount due for the non-returned pallets shall be payable within 7 days of the date of issue of the invoice for the pallets.
6. The Buyer will return Other Returnable Packaging as agreed by the parties, or otherwise the Seller shall have the right to charge the Buyer for each Packaging as per section 5 above. While at Buyer's disposal, Other Returnable Packaging cannot be used for storage, transportation or reloading of any goods not being property of the Seller, or transferred by the Buyer to third parties.

**§6 Other Returnable Packaging - HDPE plastic pallets (does not apply to the sale of the Goods using cars - tanks, molasses and feed products, and deliveries using EURO and / or EPAL pallets)**

1. If the Seller hands over the Goods packed on returnable reusable pallets HDPE, the provisions of this § 6 shall apply. HDPE pallets will meet the admissibility requirements, in line with DIN 55423-5 and DIN 55423-6 standards.
2. The Seller shall use undamaged HDPE pallets, i.e. without visible cracks or mechanical damage that could affect their durability. The HDPE pallets used will be clean and without any traces of foreign substances.
3. The Buyer confirms the proper condition and the number of pallets by confirming the receipt of the Goods.
4. If the Buyer has reservations as to the condition of the pallets, he is entitled, upon accepting the Goods, to refuse to accept HDPE pallets against which he raises objections or, when accepting the pallets, is obliged to prepare a non-compliance report, which should be sent immediately to the Seller's seat and via electronic mail to the address provided by the Seller. Refusal to accept the pallets or raising objections as to the condition of the pallets shall not affect the Buyer's obligation to collect the Goods.
5. The Buyer is obliged to take care to preserve the pallets without deterioration, in particular to locate the pallets in conditions and place that protects the pallets against destruction, damage or dirt.
6. The Buyer is not entitled, without the Seller's consent, to use the Seller's pallets for purposes other than those related to the performance of the Contract.
7. At the Seller's request, the Buyer is obliged to immediately release the indicated Seller's pallets. In the event of failure to comply with this obligation, the Seller shall be entitled to collect a deposit in an amount equal to the purchase price of pallets by the Seller determined as of the date of Delivery, payable within 7 days from the date of summons. Moreover, within 30 days from the date of the last delivery of the Goods by the Seller, the Buyer undertakes to hand over to the Seller, without a separate request, all the stored pallets. Pallets should be handed over at the times indicated by the Seller. The obligation of the Buyer to hand over the pallets could only be executed by releasing pallets being the property of the Seller. Handing over of other pallets not being the property of the Seller shall be considered as nonperformance of the obligation to hand over the pallets by the Buyer.
8. If the Buyer fails to hand over the pallets in accordance with the provisions of section 7 above, the Seller shall charge the Buyer for each pallet with the amount corresponding to the purchase price of the pallet by the Seller as of the debit date, increased by the VAT due. The amount due for unreleased pallets will be payable within 7 days from the date of invoice for the pallets.
9. The handing over of the pallets will be confirmed by a pallet list, prepared in accordance with the draft used by the Seller, containing at least the following information:
  - a) Identification of the person handing over the pallets (the Buyer or the entity handing over the pallets on the Buyer's behalf and under his authority),
  - b) Identification of the person collecting the pallets (the Seller or the entity collecting the pallets on the Seller's behalf and under his authority),
  - c) The number of pallet units handed over,
  - d) The type of pallet units handed over,
  - e) Identification of the carrier and vehicle number,
  - f) The place and the date of handing over the pallets,
  - g) The signatures of the person handing over the pallets and the person collecting them.
10. The Buyer undertakes to hand over the pallets in a non-deteriorated condition, in particular undamaged, clean and without traces of foreign substances.
11. The signing of the pallet letter by the Seller when handing over the pallets confirms the number of pallet units handed over to the Seller and is not considered equivalent to the lack of reservations as to the condition of the pallets.
12. The Seller shall verify the condition of the released pallets following their delivery to the premises of the Seller and to make reservations to the Buyer within 14 working days from the date of delivery of the pallets to the premises of the Seller, by drawing up discrepancy report, which the Seller shall send to the Buyer to the electronic mail address indicated by the Buyer. The Seller may attach photographs to the discrepancy report. It is presumed that the pallets were delivered to the Seller in the condition that was found during their verification at the premises of the Seller, unless the Buyer proves that at the time of handing over the pallets at his plant, their condition did not raise any objections or proves that the damage occurred during transport. In order to prevent interference by third parties during the transport of the pallets, the Seller will enable the Buyer to seal the vehicle once the pallets have been loaded.
13. If the Seller claims that the condition of the pallets is not compliant with the requirements indicated in section 10 above, the Seller shall charge the Buyer with the amount equivalent to the Seller's purchase price of the pallets as at the debit date, plus the VAT due. The amount due for charging the Buyer with the purchase price of the pallets is payable within 7 days from the date of issuing the invoice by the Seller.

**§7 Insurance of payments (applicable to forms of payment other than prepayment)**

1. The Seller hereby declares that he uses the services of trade credit risk insurance. Based on the evaluation of the Buyer's creditworthiness, the insurer determines the accounts receivable limit up to which Contracts may be performed (further: **credit limit**). Only in the event that the credit limit is granted, binding and not exceeded can the payment be postponed and made following the Delivery, each and every time according to the Contract. In the event that the Buyer has reached the credit limit, the Seller shall be entitled to suspend Deliveries until the balance of accounts receivable is sufficiently reduced which shall not be considered as the failure to perform the Contract and shall not result in the reduction of a total amount of the Goods that the Buyer undertook to collect by entering into the Contract. The change of the credit limit indicated in the Contract shall not require the change of the Contract and shall be made by informing the Buyer, in writing or in document form (including electronic mail).
2. In the event of cancelling or reducing the credit limit by the Insurer, the Seller shall be entitled to refuse to execute pending Deliveries until the Seller's bank account is credited with the amounts due for the already performed Deliveries (the respective date shall be the date of crediting the Seller's bank account with the appropriate amounts) in a manner that will result in an increase or re-granting of the credit limit, in which case further sales will be made with the payment term indicated in the Contract up to the amount of the current credit limit - the provisions of paragraph 1 shall apply accordingly.
- 3.

In the event of withdrawal or reduction of the credit limit, prepaid sales will be possible only after the receivables balance for completed Deliveries made under it has been settled. If the credit limit is withdrawn, after the receivables balance for completed Deliveries made under it has been settled, sales with deferred payment, i.e. falling after the Deliveries, will be possible only after the Parties agree on another form of securing the receivables and delivering to the Seller relevant documents confirming it (e.g. a guarantee document).

**§8 Warranty for defects**

1. The Seller shall be liable under the warranty for physical defects of the Goods as per following provisions only in the event that the characteristics of the Goods do not comply with the respective requirements set forward in the legal regulations in force and do not comply with the provisions of the Contract.
2. Defects of part of the delivered Goods do not give the right to file complaints regarding the entirety of the Goods.
3. Upon Delivery, the Buyer shall verify the quantity of the ordered Goods and the condition of the packaging, whereas the quality thereof shall be verified within ten business days of the Delivery date and on that date the Seller shall be notified of the defects of the Goods, if any. Complaint shall be made in writing or in document form via electronic mail, specifying the lot of the Goods to which it refers, the quantity and the reasons for the complaint. After the expiry of the deadlines referred to in this paragraph, any rights under the warranty for defects of the Goods shall expire.
4. In the event of notification regarding defect in the Goods, the Buyer shall be each time obligated to make the defective Goods available to the Seller, in order that they could be checked.
5. Within 7 business days of being notified of the defects the Seller shall confirm whether he:
  - a) accepts the Buyer's complaint in full or in part, or
  - b) rejects the complaint, or

- c) will not be able to examine the complaint within 7 working days, due to the nature of the reported defect, at the same time indicating the circumstances justifying the longer time of examining the complaint and the possible date of a decision in that regard.

In the event of acceptance of the complaint, the Seller shall correct the respective invoice and set off the balance of payment surplus against the payment under a subsequent transaction, or – subject to an approval of both parties – he shall replace the defective lot of the Goods within three business days.

6. A complaint shall not be accepted, i.e. in a situation when the Goods have been modified or processed by the Buyer or by a third party as well as when the Goods have been combined or mixed with other goods (including those from the Seller's other Deliveries) in a way which prevents or significantly hinders their disconnection.
7. The Seller's liability shall not include any defects of the Goods that have occurred as a result of improper unloading, improper storage of the Goods or defects resulting from the condition of the packaging, if the Buyer did not report them in line with the § 8 section 3 of these GTCCS.

**§9 Confidentiality**

1. The Parties to the Contract shall be obligated to keep secret and confidential any and all information, in particular information on prices of the Goods, which they have received in the course of performance of the Contract. The confidentiality obligation does not apply to information which is generally available or information which must be disclosed by a party at the request of an authorised governmental body pursuant to mandatory provisions.
2. The confidentiality obligation shall be complied with by the parties also following termination of the Contract, regardless of the reason for such termination.

**§10 Compliance**

1. The Buyer acknowledges that the Seller requires that all actions taken by the Buyer shall be in line with applicable provisions of law, standards and customs of ethical behaviour as well as compliance policies applied by the Seller, and undertakes to act in accordance with the abovementioned requirements.
2. In particular, the Buyer is obliged to:
  - a) refrain from any action which can be considered corruptive,
  - b) refrain from any action which can be considered to be incompatible with the principles of fair competition or harmful to the interests of consumers,
  - c) ensure that employees and any other persons acting on behalf of the Buyer are obliged to comply with the Buyer's obligations under § 10 hereof.
3. By placing the Order or by entering into the Contract the Buyer confirms that he has read the current wording of the compliance policies applied by the Seller, which are available on the webpage <https://www.pfeifer-langen.pl/firma/compliance/> and accepts them in their entirety.
4. The Buyer is obliged to immediately notify the Seller about any cases of behaviour by persons acting on behalf of the Seller, contrary to the applicable compliance policies of the Seller. For this purpose, the Buyer may use the notification channels provided by the Seller, indicated on the page <https://www.pfeifer-langen.pl/firma/compliance/>.
5. The Buyer is obliged to immediately notify the Seller about any events which are identified in the Buyer's activities, which are in contradiction with compliance policies applied by the Seller. In such case the Buyer is obliged to provide the Seller with a written explanation with regard to the event that took place, along with an indication of the remedial measures taken.
6. Should the Seller find that the provisions of § 10 hereof have been breached, the Seller is entitled to:
  - a) in the case of minor infringement- terminate the Contract with the Buyer, provided the Buyer has been requested to remove the breaches within the time period indicated by the Seller (not longer than 14 days),
  - b) in the case of major infringements or infringements which cannot be removed - terminate the Contract with the Buyer with immediate effect,
  - c) if the Contract is to be terminated under point a) or b) above- require the Buyer to pay a contractual penalty in the amount equal to 10 % of the Contract value, but not less than 10,000.00 PLN (ten thousand zloty 00/100), with the right to demand supplementary compensation in excess of the value of the contractual penalty charged.
7. Regulations included in §10 hereof do not prevent the Buyer from applying its own policies and compliance procedures, which in such case may be auxiliary or supplementary towards the Seller's requirements arising from these GTCCS.
8. The Buyer is obliged to immediately inform the Seller in the event that the Buyer, any of the persons included in the managing bodies of the Buyer or the Buyer's beneficial owner are subject to European Union sanctions or national sanctions, in particular that they are included in the list of sanctioned persons and entities referred to in Article 2 of the Act of April 13, 2022 on special solutions to prevent support for aggression against Ukraine and to protect national security. In addition, the Buyer shall refrain from any cooperation with the entities and persons subject to the sanctions referred to in the preceding sentence. Notwithstanding the Seller's rights under generally applicable law, the Seller shall have the right to withdraw from the Contract in the event of the occurrence of any of the events referred to in the first sentence of this paragraph 8. The Seller may withdraw from the Contract within 60 days from the moment he became aware of the occurrence of the grounds for withdrawal.

**§11 Final Provisions**

1. Any and all changes of and additions to the Contract or to the GTCCS shall be made in writing by duly authorised representatives of the parties, provided another form has not been agreed with regard to individual provisions of these GTCCS and/ or the Contract otherwise being null and void.
2. Should any individual provisions of these GTCCS appear contradictory to the law in force or be considered invalid or unenforceable pursuant to a decision of a competent court, this shall not affect the validity and enforceability of the remaining provisions. In such an event, the parties shall appropriately amend such provisions preserving the original intention of the parties, and, in the absence of such an agreement, the relevant provisions of generally binding law that most closely resemble the economic intent and will of the Parties shall apply. The rights of withdrawal stipulated in the Contract or the GTCCS do not exclude the rights of the Parties under the provisions of generally applicable law.
3. The performance of the Contract and settlement of any disputes that may arise out of or in connection with the performance of the Contract shall be governed by Polish law (excluding the United Nations Convention on Contracts for the International Sale of Goods), and any and all disputes shall be settled by a common Polish court having jurisdiction over the registered seat of the Seller

Appendix No. 1 determination of the rules for Deliveries according to EXW rules  
Appendix No. 2 sales contract draft

**Appendix no 1**  
**to the GENERAL TERMS AND CONDITIONS OF CONTRACTS OF SALE**  
**FOR COMPANIES BELONGING TO THE PFEIFER & LANGEN GROUP IN POLAND reg.**  
**the terms for delivery in accordance with EXW rules**

This Appendix applies to and concerns the establishment of the rules for performance of deliveries in accordance with EXW rules. Liability and the risk of damage or loss is transferred to the Buyer at the moment of the Goods being loaded. The definitions adopted in the GTCCS shall apply equally for the purpose of this Appendix. In accordance with this Appendix, employees employed in positions: Key Account Manager, Customer Service Specialist and in the scope of pallets: Warehouseman - are duly authorized to perform the activities of the Seller under performance of EXW deliveries.

1. The Buyer confirms, in consultation with the Seller, the place, date and hour of the Goods collection.
2. For the purpose of a vehicle notification at the place of loading and for the identification of the driver of the Buyer, the Buyer shall send, prior to loading, to the Seller an e-mail with authorization for the driver including at least: the Driver's name and surname, the driver's ID number, the registration number of each section of the vehicle, and the date with the estimated hour of the Goods collection as well as the Driver's consent for the processing of the aforementioned data for the Contractual purposes. Any discrepancy between the aforementioned data or the lack of the Driver's consent, as above, shall entitle the Seller to refuse the delivery of the Goods at the Buyer's risk and responsibility. The Driver of the Buyer shall be entitled to perform actions under §5 section 2 and 3 of the GTCCS.
3. The Buyer receives from the Seller the number of the transport order, on the basis of which the driver will be admitted to the loading place.
4. Prior to loading, the Driver is obliged to release EUR pallets to the Seller, in accordance with the standards indicated in §5 section 1 of the GTCCS, in the number equal to the number of pallets handed over together with the ordered Goods. The Driver does not hand over the pallets to the Seller if the Buyer purchases the Goods together with the pallets.
5. If a vehicle does not meet specified standards of cleanliness, tightness and no extraneous odours the Warehouseman makes an appropriate entry in the inspection chart of the vehicle. Information about it shall be provided to the Buyer by telephone call and via e-mail. Until the Buyer makes a decision regarding loading or withdrawal of a given vehicle, loading is suspended. The final decision, in a written form, is made by the Buyer at his own risk and responsibility, excluding warranty of the Seller except for the liability for defects in the Goods prior loading.
6. The Seller shall be obliged to deliver the Goods to the indicated loading platform.
7. The loading is performed by the Driver of the Buyer, using electric lift pallet-trucks, in accordance with all health and safety rules, subject to section 9 below.
8. The Driver is obliged to comply with the OHS, hygiene or any other specific rules (such as e.g. measures implemented due to epidemic situation) indicated on the information boards located in each gatehouse.
9. The loading shall be performed by the Seller in case of loading beet pulp Tofi packed in bags of 30 kg on pallets or in bulk, molasses and molasses drink Tofi.
10. Access to the areas at the disposal of the Seller requires strict compliance with the Food Defense Policy in force at the Seller's.

**SALE CONTRACT NO.** \_\_\_\_\_Concluded on \_\_\_\_\_ r. in Poznań (hereinafter: **Contract**), between:

**PFEIFER & LANGEN MARKETING sp. z o.o. seated in Poznań**, Mickiewicza 35, 60-837 Poznań, entered into companies register in District Court Poznań Nowe Miasto i Wilda in Poznań, 8th Division of National Court Register under KRS number 0000149431, Tax Identification Number 778-11-18-503, BDO: 116567, share capital 10 000 000 PLN, with the status of a **large-sized** company, represented by:

Roman Kubiak – President of the Management Board

Sylvia Stępniewska- Idzior – Proxy

Hereinafter referred to as **Seller**

\_\_\_\_\_ seated in \_\_\_\_\_, entered into companies register \_\_\_\_\_ under number \_\_\_\_\_, Tax Identification Number \_\_\_\_\_, represented by:

\_\_\_\_\_  
\_\_\_\_\_

Hereinafter referred to as **Buyer**,

Goods	Total volume (in tones)	Net price (per 1 t)	Terms of delivery	Comments
White sugar of the standard quality according to the appendix III to the Order no 1308/2013 hereinafter referred to as: <b>Sugar</b>	_____ Delivered in full trucks of _____	_____ <b>EUR/PLN / 1t</b> Total price of sale on the invoice will be indicated in <b>EUR/PLN</b> . Payment will be made in <b>EUR/PLN</b> within _____ days after the invoice is issued, however subject to the provisions of point 7 below (Credit limit). Amount in EUR will be converted to PLN as per currencies rate of National Bank of Poland on the day the invoice was issued.	<b>DAP Buyer's plant</b> _____	.....

**Additional arrangements:**

1. Total volume of the delivered Goods must be compliant with volume indicated in chart above in section „Total volume”.
2. To each delivery of the part of Goods the Seller will attach \_\_\_\_\_.
3. The value added tax (VAT) will be added to each net price, in accordance with the current tax rates.
4. If the Buyer does not collect the given part or total amount of delivered Goods in the term/terms of delivery specified in the Purchase Order and/ or delivery schedule, he will be charged by the Seller with the contractual penalty for each part of non-collected Goods. The amount of contractual penalty will be equal to 50% of the uncollected Goods price. In such a case the Seller will be entitled to renounce the part of the Contract that concerns the non-collected Goods, what does not deprive the Seller of his rights to full compensation for damages. If the right to withdraw from the Contract is exercised, the obligation to pay the contractual penalty shall remain in force even after the effects of withdrawal have occurred. The Seller shall be entitled to withdraw from the Contract within 60 days from the date of occurrence of the reason for withdrawal.

5. This Contract is subject to Seller's General Terms and Conditions of Contracts of Sale (GTCCS) available on <https://www.pfeifer-langen.pl/firma/ogolne-warunki/>. The Buyer hereby confirms, that He is acquainted with the GTCCS and makes no objections to it. Any and all changes to the Contract or GTCCS, as well as the renouncement of the Contract, shall be made in writing, otherwise being null and void.
6. The performance of the Contract and settlement of any disputes that may arise out of or in connection with the performance of the Contract shall be governed by Polish law, and any and all disputes shall be settled by a competent court with jurisdiction over the Seller's registered seat. Parties agree that the provisions of The United Nations Convention on Contracts for the International Sale of Goods (Vienna Convention) do not apply to the Contract or its integral parts and to GTCCS, as well as to any disputes that may arise out of or in connection with the performance of the Contract.
7. The Credit limit as at the date of entering into the Contract shall amount to: [\_\_\_\_\_]. In the case of lack of credit limit, the credit limit has been lifted or reached, the sale is made in accordance with the rules set forth in §4 section 4 or §7 of the GTCCS.
8. Duration of the Contract and delivery period: [\_\_\_\_\_].
9. In the case of the less than truckload (LTL) delivery, which represents the completion of the total quantity referred to in the second column of the table above, the price of the Goods shall be increased by the amount of \_\_\_\_\_ PLN/EUR for each ton within this delivery.

.....  
Seller

.....  
Buyer