

General Terms and Conditions of Delivery PAULA Ingredients (GTCD PAULA)

General Provisions. Definitions. 1. The purpose of GTCD PAULA is to specify terms and conditions of cooperation between Supplier and Business Partner. Provisions hereof shall apply unless a written contract stipulates otherwise. GTCD PAULA constitute an integral part of the Contract. GTCD PAULA are available at Supplier's website: www.gtcd.PAULAingredients.com Contradictory or different terms and conditions of sale of Business Partner shall not apply to the Contract.

2. **Products** – products included in Supplier's trade offer, in particular dried vegetables, fruit, vegetable, spice, herb and yeast extracts, vegetable and fruit powders, in single unit or multiple unit packages, sold to Business Partner under Supplier's brand or, if indicated in the Contract, under Business Partner's own brand.

3. **Supplier** – PAULA Ingredients Spółka z ograniczoną odpowiedzialnością Spółka komandytowa with its registered seat in Kalisz.

4. **Business Partner** – a legal or natural person conducting business activities, cooperating with Supplier on terms and conditions specified herein. Also defined as Buyer.

5. **Contract** – a contract made between Supplier and Business Partner with regard to deliveries of Products included in Supplier's offer. Signing of the Contract or placing an order shall be deemed a confirmation of GTCD PAULA's acceptance.

6. **Own Brand** – a brand indicated by Business Partner, under which Business Partner will sell Products delivered by Supplier.

7. **Exclusive sale** – meaning that Business Partner receives upon the Contract a right of exclusive sale of specific Products at the specific Territory or to a specific group of receivers. Sale exclusivity shall not include passive sale that is to say sale conducted in response to individual orders of natural or legal persons, to whom Supplier did not direct offers, advertisements and direct marketing activities. Sale exclusivity shall also not include sale via Internet either nationally or internationally.

8. **Territory** – an area in Poland or beyond its boundaries, described in a detailed and complete way in the Contract.

9. **Guaranteed purchase quantity** – a quantity of Products guaranteed in the Contract, which Business Partner is obligated to buy and collect from Supplier in quantities and terms specified in the Contract or Order and for which Business Partner is obligated to pay a price defined in the Contract.

Orders. 1. Sale of goods shall be made based on orders sent by email by a person indicated by Business Partner in the Contract to Supplier's telephone number or email address specified therein. An order may be submitted from Monday to Friday excluding statutory holidays in Poland. Unless not specified otherwise in the Contract, a single order of Products from Supplier's offer cannot be smaller than Supplier's smallest multiple unit package. In case of Products that are not in Supplier's standard offer, a minimal order shall be each time defined in the Contract. Business Partner may order a pallet containing different Products.

2. Within 5 working days after receiving an order (by phone or by email), Supplier shall confirm a receipt of this order by email and specify its value and a possible fulfillment term or a lack of possibility to fulfill this order. If the order is not confirmed in the term specified above, Business Partner shall place this order again. An order is deemed to be fulfilled when Products are made available to Business Partner in an order delivery place.

Packages. 1. All product declarations and best before date are available at every single unit package in English (printed or affixed as a label to a package). If Business Partner's labels are required, their content shall be prepared together with Business Partner. Business Partner shall bear sole responsibility for the content and layout of such labels.

2. In case of an own brand, Business Partner shall provide a layout/design of packages, unless the Contract specifies otherwise. Business Partner shall bear exclusive responsibility for any violation of intellectual or industrial property rights to designs or graphic marks used at the packages.

Delivery. Logistic services. 1. An order delivery place shall be specified in the Contract. Otherwise the order delivery place shall be loco Supplier's warehouse in Kalisz, at Łódzka 145a or in Parzew 14, 53-220 Kotlin, Poland (EXW INCOTERMS 2010).

2. Business Partner, at its own cost, care and risk, shall unload goods in the order delivery place other than Supplier's warehouse.

3. Transport of Products and export formalities shall be organized and paid by Business Partner. Supplier undertakes to provide relevant support to Business Partner, if needed. A risk of damage or loss of Products during transportation shall be on Business Partner's side. In case when Supplier orders transport organization, Business Partner is obligated to pay all Supplier's costs related to it.

4. Should Business Partner fail to collect ordered Products from Supplier's warehouse within 14 days after they were made available to Business Partner, Supplier shall be entitled to charge Business Partner with Products' storage costs in the amount of 0,1% of their value per each day, and after 30 days, to withdraw from the Contract in a part related to a given order without any additional notice to Business Partner to collect stored Products.

5. If Business Partner does not collect delivered Products made available at the order delivery place other than Supplier's warehouse within the agreed term, Supplier shall be entitled to charge Business Partner with costs of Products' transportation and storage in the amount of 0,1% of their value for each day and after 30 days also to withdraw from the Contract in a part related to a given order without any additional notice to Business Partner to collect stored Products. In such a case, the delivery is deemed made on time. Costs of another delivery shall be paid by Business Partner without a right to question their amount.

6. Best before date of delivered Products shall not be shorter than 2/3 of best before date counting from the day when ordered Products were made available to Business Partner in an order delivery place. Supplier ensures that Products will meet standards valid in Poland for this type of products and will comply with legal regulations binding in the European Union.

Quality. 1. Supplier is liable for the quality of sold Products.

2. Quality, safety characteristics, marks, labels, excise duty marks and packages of delivered goods shall be compliant with valid standards, Polish and EU regulations and other specific provisions of the Contract (including specifications). Supplier is not responsible for content and graphic signs placed at labels and packages under the Own Brand indicated by Business Partner. Supplier is not responsible for the quality of packages provided by Business Partner, including foils and cardboard boxes.

Claims. 1. Business Partner is obligated to control the quality of delivered goods and adhere to Supplier's recommendations related to the conditions of Products' transportation and storage.

2. A quantitative control shall be made by Business Partner at the time of delivery. Business Partner shall make a qualitative control on or before 7 days after the delivery date. Quantitative and qualitative shortages shall be examined by Supplier based on a claim form made in writing and submitted to Supplier at the day of Products' control. Any subsequent objections as to quantitative and qualitative shortages will not be considered.

3. Supplier should examine a claim within 21 working days after it was submitted and provide Business Partner with its decision within the term indicated above. If Supplier finds a claim just, Supplier, at its own disposal, replaces the goods with defect-free goods or corrects an invoice respectively.

4. Liability under statutory warranty for physical and legal defects under the Civil Code is excluded.

Price-list. Product prices are specified in the Contract or in a price-list available from Supplier. Supplier is obligated to inform Business Partner in writing about a change of prices specified in the Contract at least 30 days before they become valid. A change of prices implemented this way shall not constitute an amendment of the Contract and shall not require Business Partner's acceptance.

Payment terms. 1. Products are delivered in prices valid at the time of order placement.

2. Unless specified otherwise in the Contract, first 3 payments shall be paid in advance, next ones within 14 days after an invoice issuance date. A payment date is a date when money is credited to Supplier's bank account.

3. Regardless of the previous provision, Supplier shall be entitled to suspend deliveries of Products until Business Partner makes all overdue payments, without any responsibility for non-fulfillment of contractual obligations.

4. In case of overdue payments, Supplier reserves the right to charge statutory interest for a delay of payment in trade transactions.

5. Without Supplier's written consent, Business Partner cannot assign its debts under the Contract to third persons.

Confidential Information. 1. „Confidential Information” refers to the Contract (including its amendments), any information related to Supplier and Business Partner, in particular technical and technological, trade, marketing, organizational and financial information, as well as other communications, information and data disclosed, used or obtained in relation with cooperation and referring to business activities conducted by Supplier and Business Partner, which as a whole or as a special combination and set of their elements are not commonly known to people dealing usually with such information or are not easily accessible to such persons.

2. At the period of the Contract and after its expiration, neither Party can disclose any confidential information to any person other than its professional advisors or such employees and associates for whom such information is necessary in order to fulfill their obligations for the purpose of the Contract and who were informed by a given Party about a confidential character of such information. Both Parties represent that each person authorized to obtain confidential information will be aware of these provisions and will comply with them in the same way as if this person would contract these obligations on its own. Parties shall protect confidential information obtained from the other Party with the utmost care.

Force majeure. Parties to the Contract shall not be liable for the effects of force majeure, including but not limited to flood, fire, earthquake, other natural disasters, military actions, acts issued by governments, parliaments or country presidents, as well as any other events which are beyond Parties' control but impede either in part or in total the fulfillment of contractual obligations and which cannot be avoided despite the utmost care of Parties. A Party, for which such circumstances created impediment, shall be obligated to inform immediately in writing the other Party when such circumstances start or cease to exist.

Contract period and termination. 1. Unless not specified otherwise in the Contract, the Contract is signed for an indefinite period.

2. Each Party may terminate the Contract upon 3-month termination notice, effective at the end of a month.

3. In case if a Party violates essential contractual provisions, the other Party may terminate the Contract without notice, after a previous written request to stop such violations and specification of an additional term.

Final provisions. 1. Supplier's liability shall be limited to Business Partner's actual loss and cannot exceed the value of non-fulfilled or improperly fulfilled net order.

2. Parties undertake to solve any disputes resulting from their mutual cooperation first of all by agreement. Parties decide that disputes shall be settled by a competent common court in Poznań and governed by the Polish law.

3. Justified interest of Parties shall constitute a base of personal data processing for the purpose of the Contract. Supplier is a Controller of the Personal Data. Business Party has become familiar with information about personal data protection and their processing principles available at Supplier's website: paulaingredients.com/personal-data/ Business Partner shall forward this information and the above mentioned website address to natural persons cooperating with Business Partner for the purpose of the Contract.

4. In case if some provisions hereof become legally ineffective due to different legal regulations, other provisions shall remain in force.

5. In case if provisions hereof are contrary to the provisions of the Contract, the latter shall prevail, however it does not exclude the application of other GTCD PAULA provisions.

6. Any amendments of the Contract or GTCD PAULA shall be made in writing or otherwise shall be null and void.

Ethics. 1. Supplier is convinced of a necessity to comply with binding legal regulations and provisions in its business activities, in accordance with good ethical standards set by Supplier. Therefore Supplier requires from itself and from its Business Partners:

- a. care for the highest work standards,
- b. no tolerance for corruption,
- c. acting in accordance with fair competition principles,
- d. care for employee relations,
- e. business partnership,
- f. respect for natural environment,
- g. commitment to pro bono activities.

2. Business Partner undertakes to adhere to good ethical standards, including but not limited to standards mentioned in p. 1. hereinabove.