



## GENERAL TERMS OF SALE

1. All sales transactions carried out by MITMAR shall be governed by these GTS, unless MITMAR agrees by e-mail that these GTS shall not apply.
2. Prices are net and do not include VAT, transport costs (unless agreed otherwise) or the value of euro-pallets. MITMAR shall charge EUR 8 net for each euro-pallet, unless the Buyer provides the same number of euro-pallets upon delivery or returns them in undamaged condition within 30 days after delivery.
3. MITMAR may change the delivery date in the event of force majeure or other circumstances beyond its reasonable control, including delays caused by its suppliers. MITMAR may also make partial deliveries. Minor differences in quantity or weight resulting from the nature of the products, packaging, transport or trade practice shall not constitute improper performance.
4. The Buyer shall be obliged to confirm receipt of the products without delay by signing the delivery documents. Title to the products shall remain with MITMAR until full payment of the gross value and all related amounts due for the relevant delivery.
5. The Buyer shall inspect the products immediately upon delivery. Any complaint regarding shortages, mechanical damage, visible defects, organoleptic defects or product temperature must be reported upon delivery and recorded on the delivery document. Any hidden defect must be reported by e-mail without undue delay, and no later than within 48 hours after discovery of the defect.
6. The Buyer shall keep the relevant batch, MITMAR's original labels and packaging intact and available for inspection. No complaint shall be accepted if the products have been used, processed or resold before MITMAR had an opportunity to inspect them. Failure to follow this procedure shall result in loss of the right to bring the relevant claim.
7. If a complaint is justified, MITMAR may, at its sole discretion, replace the products, reduce the gross value or refund the gross value paid for the defective products.
8. MITMAR shall be liable only for direct damages and only up to the net value of the defective delivery. MITMAR shall not be liable for any indirect or consequential loss, including loss of profit, production losses, recall costs, reputational damage or loss of clients.
9. If the Buyer cancels an accepted order, MITMAR may charge a contractual penalty equal to 20% of the net value of the cancelled order, without prejudice to its right to claim higher damages.
10. The Buyer may not set off any claims against the gross value for the products unless MITMAR agrees otherwise by e-mail.
11. If the Buyer fails to provide, within 14 days after delivery, documents confirming receipt of the products, including documents required to confirm intra-Community supply where applicable, MITMAR may charge a contractual penalty equal to 10% of the net value of the order. If the absence of such documents prevents MITMAR from applying the 0% VAT rate or results in VAT, interest, penalties or other costs, the Buyer shall reimburse MITMAR in full.
12. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply. These GTS and all sales contracts between MITMAR and the Buyer shall be governed by Polish law. Any disputes shall be submitted to the competent common courts in Poland.
13. Transport is carried out on an Ex Works 2022 basis