

Please read the general terms and conditions of the agreements for sale or delivery of goods under own brand of BMB Sp. z o.o. and the packaging manufactured by BMB Sp. z o.o. with its seat in Grójec.

**GENERAL TERMS AND CONDITIONS OF THE AGREEMENTS
ON THE SALE OR DELIVERY OF PRODUCTS UNDER OWN BRAND
OF BMB SP. Z O.O.
WITH ITS SEAT IN GRÓJEC AND PACKAGING MANUFACTURED
BY BMB SP.Z O.O.
WITH ITS SEAT IN GRÓJEC**

§ 1.

GENERAL PROVISIONS

1. The General Terms and Conditions (hereinafter: the “GTC”) constitute an inherent part of each sales or delivery agreement concluded between BMB Sp. z o.o. with its seat in Grójec (05-600 Grójec), at ul. Spółdzielcza 5 (hereinafter: BMB), KRS number: 0000159516, Taxpayer’s Identification Number NIP: 797-000-74-43, REGON 67065063, and its Customers.
2. “Customers” shall be understood as Polish or foreign business partners (natural persons, organisational units without legal personality and legal entities), who purchase products from BMB pursuant to a sales or delivery agreement.
3. The “Parties” shall refer to BMB and the Customer.
4. The GTC shall not apply to Consumers.
5. The present GTC shall apply to sales and delivery agreements, whose subject are the products under own brand of BMB, i.e. any food products manufactured by BMB and sold in packaging manufactured by BMB, which are marked with the logotype or other designations of BMB, as well as to agreements on the sale and delivery of the packaging manufactured by BMB, without the logo and designation of BMB. The term “Products” used herein shall refer both to products under the own brand of BMB and to packaging.
6. The GTC and any modifications thereto shall be published in electronic form on the website of BMB: www.mikmaki.pl, in a format that enables the Customer to download, store and display them in the regular course of activity.
7. Placing an order by the Customer shall be interpreted as having read the GTC and expressing consent to include them in the agreement.
8. The GTC shall be fully binding for the Customers, unless the Parties exclude the application of their provisions in whole or in part in writing. If the sales or delivery agreement is concluded in written form, the GTC shall apply only to the extent not regulated in the agreement.
9. The GTC shall also apply if the conclusion of a sales or delivery agreement is preceded by concluding a framework agreement on business co-operation between BMB and the Customer.

§ 2.

REQUEST FOR QUOTATION AND OFFER

1. The prices of products offered by BMB shall be agreed with each Customer on an individual basis.
2. Before concluding an agreement with BMB, Customers may submit to BMB requests for quotations concerning the products manufactured by BMB, by e-mail, to the address: biuro@mikmaki.pl with use of the form that is available on the website www.mikmaki.pl, or on the telephone (Monday to Friday, on business days, from 8:00 a.m. to 4:00 p.m.), at the telephone numbers listed on the website of BMB.
3. The request for quotation should contain the following:
 - a) Contact data of the Customer: name/company, telephone number and e-mail address;
 - b) If the Customer is interested in specific products – parameters of the product, i.e.: product type, its name, flavour/colour and quantity, for packaging - also the size, shape and look.
4. Upon receiving the request for quotation from the Customer, BMB shall respond to it by providing the Customer with a trade offer or price calculation.
5. The prices provided to the Customer by BMB are net prices, exclusive of the goods and services tax and transport costs (both local and international shipment, as well as any potential additional fees connected with international shipment).
6. The offers made by BMB shall remain valid for 14 days from the date of their receipt by the Customer, unless the offer states otherwise.
7. BMB reserves the right to change the prices without notifying the Customer in the event of significant foreign exchange rate fluctuations, changes in customs rates or goods and service tax rates.

§ 3.

CONCLUSION OF THE AGREEMENT AND REALISATION OF THE ORDERS

1. The sales or delivery agreement shall be concluded if:
 - a) The Customer submits to the e-mail address of BMB: biuro@mikmaki.pl or with use of the form available on the website www.mikmaki.pl an order for products and BMB confirms the acceptance of the order by e-mail.
 - b) The Customer places an order for the products on the phone (Monday to Friday on business days, from 8:00 a.m. to 4:00 p.m.) and BMB confirms the acceptance of the order on the phone.
 - c) The Customer places an order for the products on the phone (Monday to Friday on business days, from 8:00 a.m. to 4:00 p.m.) and BMB confirms the acceptance of the order by e-mail.
 - d) The Customer submits to the e-mail address of BMB: biuro@mikmaki.pl or with use of the form available on the website www.mikmaki.pl an order for products and BMB confirms the acceptance of the order on the phone.

2. The acceptance of the order as specified in item 1 hereinabove shall be understood as the statement on the acceptance of the order by BMB, delivered to the Customer by e-mail or on the phone, provided that in the event of regular co-operation between BMB and the Customer, BMB shall not be required to make such statement and the order shall be accepted by starting the realisation thereof.
3. From the moment of acceptance of the order by BMB, the Customer shall not have the right to cancel it without the consent of BMB. In the event of effective cancellation of the order by the Customer, the Customer shall cover any costs incurred by BMB in connection with the acceptance and realisation of the order, pursuant to a VAT invoice presented by BMB.
4. The order should contain, at least:
 - a) data of the Customer – name/company, address of the conducted business activity/the registered seat, Taxpayer's Identification Number NIP/KRS number (for foreign Customers – the corresponding identification numbers assigned in the country of registration/operation), telephone number/e-mail address;
 - b) type of the ordered goods;
 - c) name of the ordered products and, optionally, their flavour/colour, for packaging – its parameters, including shape, size and design;
 - d) quantity of the ordered goods;
 - e) information whether the Customer will collect the products from BMB or whether BMB should deliver them to the address specified by the Customer.

§ 4.

RECEIPT AND TRANSPORT OF PRODUCTS

1. Ordering the Products shall be considered as an obligation to collect them.
2. The date of collection/delivery of the Products shall be agreed on an individual basis between BMB and the Customer.
3. Products may be collected at the warehouse of BMB located in Grójec (05-600) at ul. Spółdzielcza 5, from Monday to Friday (on business days) during the working hours of the warehouse, i.e. 8:00 a.m. - 4:00 p.m., unless the Parties agree otherwise.
4. The Customer is obliged to specify the manner of collection of the Goods in the order placed at BMB, i.e. whether the Goods shall be:
 - a) collected by the Customer;
 - b) or delivered by BMB,as specified in §3 item 4 (e).
5. BMB shall notify the Customer by e-mail or by telephone about the fact that the Products are prepared for collection or that they have been transferred for delivery.
6. Customers who collect Products on their own should do so immediately after being notified by BMB that the order is ready for collection (in compliance with the dates previously agreed with the Customer). The Customer is obliged to collect the Products

during the working hours of the warehouse, within 7 days from receiving such notification.

7. If the Customer chooses the delivery of Products, BMB may use own means of transport or order transport services at any professional carrier, at its own discretion and at the risk of the Customer.
8. The risk of loss or damage of Products shall pass to the Customer upon handing the Products over to the Customer or to the carrier if the transport is entrusted to a professional carrier.
9. If BMB orders a professional carrier to deliver the Products, BMB shall not be liable for the loss or damage of the Products nor for any delays in the delivery of the Products caused by any actions or omissions of the professional carrier.
10. The Customer is obliged to return the palettes, on which the Products are delivered, to BMB. Should the Customer fail to return the palettes within 30 days from the date of receipt of the Products, he shall be obliged to reimburse to BMB the amount equivalent to the value of the palettes.

§ 5.

COMPLAINTS

1. The Customer is obliged to check the compliance of the Products with the order immediately upon the receipt of the Products. In particular, he is obliged to check:
 - a) the condition and quality of the Products;
 - b) the quantity;
 - c) the product range;
 - d) the condition of packaging;
 - e) the manner of protecting the Products against damage during transport;
 - f) the required documentation of the Products.
2. If the Customer fails to verify the compliance of the Products with the order placed or if the Products have visible physical defects on receipt and the Customer accepts them without reservations, such Products are not subject to claims.
3. BMB is not responsible for any physical defects of the Products that were known to the Customer at the moment of concluding the agreement.
4. If any physical defects, in particular losses, are detected upon the receipt of the Products, the Customer is obliged to prepare a report that will specify the physical defects of the Products in detail. Such report must be signed by the Customer and by the carrier or driver who performs transport services on behalf of BMB on the day of receipt of the Products.
5. If the Customer finds any hidden defects of the Products, he is obliged to notify BMB about this fact by e-mail or by the telephone immediately, not later than 3 days from the date of detection, however in any event not later than 14 days from the date of receipt of the Products, otherwise any claims against BMB shall expire.
6. BMB shall not bear responsibility for any damages or losses of the Products that occurred after the receipt by the Customer, in particular those resulting from improper storage of

the Products by the Customer, e.g. at improper temperature or at a location with an inappropriate humidity or excessive sunlight exposure.

7. Due to physical defects, the Customer shall be entitled only to (at their own discretion) a claim for lowering the price or for exchange of the Products to Products free from defects. Thus, the Parties to the sales agreement explicitly exclude the application on the legal provisions concerning warranty for physical defects of the Products. BMB shall be responsible for physical defects of the Products only on the terms and conditions specified herein.
8. If the Customer detects any non-compliance of the Products with the order placed (i.e. if the delivered Products are different than those ordered) the Customer should notify BMB by e-mail or by the phone about this fact immediately and deliver these Products to BMB at the expense of BMB. In such event, BMB is obliged to replace the Products with Products compliant with the order and deliver them to the Customer at its own cost.
9. Any complaints filed by the Customer after the expiry of the stipulated period or in a manner non-compliant with the principles specified herein shall not be considered by BMB.

§ 6.

NON-PERFORMANCE OR IMPROPER PERFORMANCE OF THE AGREEMENT

1. If the Customer fails to collect the Products in part or in whole within the period specified in the agreement, the expiry of such period shall not result in the termination of the agreement.
2. If the Customer collects the Products after the expiry of the period specified in the agreement, BMB shall charge the Customer with a contractual penalty equivalent to 2% of the net value of the ordered Products per each day of delay in the collection of the ordered Products, however not exceeding 50% of the net value of the ordered Products.
3. If the Customer fails to collect the Products within the period specified in the agreement, BMB shall have the right to withdraw from the agreement without specifying an extended period. If the Customer fails to collect only a part of the Products, the right of BMB to withdraw from the agreement shall be limited only to this part of the Products. The other part of the agreement shall remain binding.
4. If BMB decides to withdraw from the agreement as a result of the Customer's failure to collect the whole or part of the Products within the period specified therein, the Customer shall be obliged to pay a contractual penalty equivalent to 100% of the value of ordered and not collected Products to BMB.
5. If the value of damages resulting from non-performance or improper performance of the agreement renounced by BMB by the Customer or from the delay in the collection of Products exceeds the contractual penalty reserved by BMB, BMB shall have the right to claim additional compensation on general principles.

§ 7.

WITHHOLDING THE EXECUTION OF THE AGREEMENT

1. BMB shall have the right to withhold the execution of the agreement, i.e. to withhold the whole order or a part thereof, if the Customer is in arrears with any payment for the Products delivered.
2. In the event specified in item 1, BMB shall demand the Customer on the phone, by e-mail or in writing to pay the outstanding amount by the date specified in the demand. BMB shall resume the execution of the agreement immediately after the Customer has paid the outstanding amount. If the Customer fails to pay the outstanding amount, BMB may, within 30 days from the date of expiry of the payment date specified in the demand for payment, renounce the agreement and charge the Customer with a contractual penalty in the amount equivalent to 100% of the net value of the remaining Products, not delivered to the Customer but included in the order, if such Products have already been manufactured by BMB for the Customer at the moment of withholding the execution of the agreement.
3. BMB shall not be responsible for any delays in the execution of the agreement resulting from withholding the execution thereof due to reasons specified in item 1.

§ 8.

TERMS OF PAYMENT

1. Detailed terms of payment shall be agreed between BMB and each Customer on an individual basis.
2. The Customer is obliged to pay the agreed price to BMB within the period specified in the agreement or in the VAT invoice. The Customer authorises BMB to issue VAT invoices without the signature of the Customer.
3. In the event of delay in the payment of the purchase price, BMB shall have the right to charge statutory interest for delay, pursuant to the provisions of Polish Civil Code.
4. BMB reserves the ownership title to the Products until the payment of the purchase price by the Customer. The Parties agree that the moment of payment shall be deemed as the moment of crediting the full purchase price of the Products, including the goods and services tax due, on the bank account of BMB.
5. The order placed by the Customer, the delivery or acceptance report and the VAT invoice are proof of acceptance of the Customer's debt towards BMB.

§ 9.

FORCE MAJEURE

1. BMB shall not be responsible for non-performance or improper performance of the agreement resulting from circumstances of force majeure that could not have been predicted at the moment of concluding the agreement and that have prevented or excessively hindered the fulfilment of contractual obligations by BMB or from circumstances that may have caused high losses for BMB, should it fulfil its obligations.
2. Force majeure shall be deemed as any circumstances beyond the control of BMB, including, but not limited to, fires, floods and other natural disasters that significantly

hinder transport, atmospheric phenomena, disasters, wars, strikes, riots, manifestations, epidemics, embargo, breaks in power, water, gas or fuel supply, administrative restrictions and other, similar circumstances.

§ 10.

LABELLING OF PRODUCTS

BMB hereby represents that the labels of the offered Products (i.e. the packaging of food products manufactured by BMB) contain the information required by the provisions of: Regulation (EU) No 1169/2011 of the European Parliament and of the Council of 25 October 2011 on the provision of food information to consumers, amending Regulations (EC) No 1924/2006 and (EC) No 1925/2006 of the European Parliament and of the Council, and repealing Commission Directive 87/250/EEC, Council Directive 90/496/EEC, Commission Directive 1999/10/EC, Directive 2000/13/EC of the European Parliament and of the Council, Commission Directives 2002/67/EC and 2008/5/EC and Commission Regulation (EC) No 608/2004 (Text with EEA relevance).

§ 11.

GOVERNING LAW AND SETTLEMENT OF DISPUTES

1. The obligations resulting from the agreement concluded by and between the Parties shall be governed by Polish law.
2. The Parties hereby agree to co-operate in order to settle any disputes arising from the agreement concluded between them, in an amicable manner.
3. If the Parties fail to reach consensus, any disputes arising from the agreement concluded by the Parties shall be settled by the competent Polish court of local jurisdiction for the seat of BMB.

§ 12.

FINAL PROVISIONS

1. These GTC shall be binding starting from the 01.08.2018.
2. The Parties agree that any reference to the lack of knowledge of the GTC by the Customer shall be ineffective in any event.
3. BMB has the right to change the GTC.
4. The agreements concluded between the Parties shall be subject to the provisions of the GTC that are binding at the moment of placing the order by the Customer.
5. The Parties are obliged to notify the other Party about any changes to the seat/place of residence/place of conducting business activity and about any changes to the e-mail address, otherwise any correspondence delivered to the originally provided address shall be deemed as delivered effectively.
6. The Parties agree that, if any of the provisions of these GTC is considered invalid or ineffective by virtue of law, it shall not affect the validity of the remaining provisions of

the GTC, unless the circumstances prove unambiguously that the agreement would not have been concluded without the ineffective provisions.

7. If any of the provisions of these GTC is considered invalid or ineffective by virtue of law, the Parties shall modify the concluded agreement immediately, in order to introduce substitution provisions, whose objective will be equivalent or as similar as possible to the objective of the ineffective provisions.
8. If any of the provisions of these GTC is considered invalid or ineffective by virtue of law, and the circumstances prove unambiguously that the agreement would not have been concluded without these ineffective provisions, the Parties shall immediately commence negotiations with the aim to conclude a new agreement, whose objective will be equivalent or as similar as possible to the objective of the original agreement. Until the closing of the negotiations specified in the preceding sentence, the Parties shall fulfil their obligations under the agreement to such extent as is not conflicting with generally binding legal regulations and the justified interest of the Parties. If only part of the provisions of the GTC are considered invalid, and the circumstances prove that the agreement would not have been concluded without the invalid provisions, the Parties shall immediately commence negotiations with the aim to draw up a new agreement, whose objective will be as similar as possible to the objective of the original agreement.
9. The present GTC have been prepared in Polish language and foreign language versions (in English, German, French and Russian). In the event of any differences in interpretation resulting from the translation of the original (Polish) version to the secondary (foreign language) version, the Polish language version shall prevail.