

**GENERAL TERMS AND CONDITIONS OF PURCHASE AND PROVISION OF SERVICES FOR SAMO – NOWOCZESNE ŻYWIENIE ZWIERZĄT SP. Z O.O.**

1. These Terms and Conditions of Purchase of Goods and Provision of Services for Sano – Nowoczesne Żywnie Zwierząt sp. z o.o. (hereinafter referred to as: T&C) shall apply to any and all purchases of goods and services by Sano – Nowoczesne Żywnie Zwierząt sp. z o.o. with principal registered office in Sękowo (64-541) at ul. Lipowa 10, entered into the Register of Entrepreneurs of the National Court Register under the KRS number: 0000065576 (hereinafter referred to as: Sano) which the parties have not expressly excluded from the scope of application hereof.
2. Any entrepreneur providing services or delivering goods to Sano shall be deemed a contractor hereunder.
3. The Contractor may not infer any legal effects from any negotiations conducted with Sano until the latter shall place a written Order with the Contractor.
4. By accepting the Order or by commencing the performance thereof, the Contractor agrees to these Terms and Conditions. Any terms and conditions of cooperation other than the terms and conditions specified herein and in the Order, including but not limited to general terms of business of the Contractor, shall not apply to the Object of the Order even if the Contractor has provided the Ordering Party with such other terms and conditions.
5. The Order shall be binding upon Sano only if placed by a Sano representative duly authorised to place Orders. Each and every person placing an order on behalf of Sano shall be deemed duly authorised to do so.
6. The Order shall be placed in writing, including but not limited to fax or e-mail.
7. Should the Contractor, as a result of the negotiations conducted between the Parties, receive an offer from Sano to conclude an agreement as part of the Contractor's business activity, failure to provide an immediate response thereto shall be deemed as acceptance of the offer under the terms and conditions specified in the Order.
8. Should Sano respond to the offer made by the Contractor subject to appropriate changes or additions, such a response shall be deemed as acceptance of the offer taking into account all of the changes or additions included therein.
9. Any modifications of the Order shall be confirmed in writing by Sano, or else invalid.
10. The Contractor shall represent that the goods sold thereby do not contain any prohibited substances in compliance with the applicable law, which shall not mean the recommendations of the European Commission.
11. The Contractor shall represent they shall have the expertise, experience, as well as human and financial resources necessary to appropriately and timely perform the Object of the Order.
12. The Contractor shall be obliged to perform the services in person, unless Sano shall give consent for subcontracting the performance thereof to third parties.
13. In case of failure to perform or improper or untimely performance of the Object of the Order by the Contractor, Sano shall have the right to request the Contractor to properly perform the Order and in case of ineffective expiry of the term assigned therefor, Sano shall have the right to terminate the agreement unilaterally, in whole or in part, with immediate effect and commission the performance of the Object of the Order to a third party at the expense and risk of the Contractor without the obligation to obtain a court permission for such substitute performance.
14. The Contractor shall be obliged to perform and deliver the Object of the Order free of any defects and together with complete documentation required by law and the terms and conditions included in the Order.
15. Ineffective expiry of the term assigned for the removal of any defects in the delivered Object of the Order shall constitute the basis for refusal to pay the remuneration in proportion to the extent of the non-compliances.
16. Unless otherwise specified in the Order, the remuneration specified therein shall be a gross amount. The price shall constitute the total cost of the order, including transportation, insurance and other additional costs. The Contractor shall not invoke the defect in the declaration of will to the extent such a defect shall pertain to the price.
17. The Parties shall mutually agree that the price specified in the Order shall not change for the duration of the performance of the Order.
18. The Parties shall agree to send invoices electronically. In the case of Sano, such invoices shall be sent to the e-mail address of the Sano representative placing an order on behalf of Sano.
19. The Parties shall agree that Sano shall have the right to charge a contractual penalty:
  - a. in case of a delay in the performance of the Object of the Order in the amount of 1% of the net remuneration for each day of the delay,
  - b. in case of a failure to remove the defects in due time, in the amount of 1% of the net remuneration for each day of the delay,provided that Sano shall have the right to seek damages exceeding the amount of the contractual penalties.
20. Any agreements performed under these T&C shall be governed by Polish law. In matters not regulated herein, appropriate legal provisions shall apply.
21. Any disputes arising in connection with the performance of any agreements governed by these T&C shall be settled before a court having jurisdiction over the principal registered office of Sano.
22. In case of any agreements concluded with any entities having registered office outside the Republic of Poland, the provisions of the Convention on Contracts for the International Sale of Goods shall not apply.
23. These T&C have been accepted and signed on April 18, 2018 and shall be published at [www.sano.pl](http://www.sano.pl). These Terms and Conditions shall apply to any and all agreements concluded with the suppliers of goods and services of the date of publication hereof on the above-mentioned website.

Joanna Geiger

Member of the Management Board

