

**GENERAL TERMS AND CONDITIONS OF PURCHASE OF GOODS
BY ADIFEEED SP. Z O.O.**

§ 1

General provisions

- 1) These General Terms and Conditions of Purchase of Goods by AdiFeed Sp. z o.o. (hereinafter: "GTC") lay down the rules of co-operation between AdiFeed Sp. o.o. (hereinafter: "AdiFeed") and any entity which sells (hereinafter: "Seller") any goods (hereinafter: "Goods") to AdiFeed for the manufacture of products manufactured by AdiFeed and any other manufacture-related processes as well as products necessary for AdiFeed operations. These General Terms and Conditions of Purchase of Goods constitute the basis for co-operation with regard to the Goods purchased that is binding on AdiFeed and the Seller.
- 2) AdiFeed and the Seller (hereinafter: the "Parties") shall agree on the detailed terms and conditions of purchase of Goods, referring to, among others, type and name, quantity, price, terms of delivery and payment date in a separate written contract (hereinafter: "Contract"). For the avoidance of doubt the Parties agree that in the event of the lack of a separate written contract, the purchase order accepted by the Seller shall be the Contract binding upon the Parties.
- 3) The approval of the purchase order by the Seller or execution of a Contract means that these GTC have been accepted.
- 4) The Seller declares that the Goods have been permitted to be marketed in the area of the European Union or if the Goods come from outside the area of the European Union, such Goods meet legal requirements of the European Union, including limits for unwanted/prohibited substances.
- 5) The Seller declares that it holds third party business liability insurance which covers the sale of Goods and that it shall present AdiFeed with a proof of insurance at each AdiFeed's request.
- 6) In the event of any discrepancy between these GTC and other terms and conditions of purchase, these GTC shall prevail.
- 7) In the event of any discrepancy between these GTC and provisions of the Contract, provisions of the Contract shall prevail.
- 8) The Parties represent that they comply with all the human rights and legislation in the field of health care, environmental protection, labour and occupational health and safety.
- 9) All the notices that the Parties are obliged to send by e-mail shall be sent by the Parties to the e-mail addresses from which the e-mail correspondence was sent by the other Party, unless the Party provided another address for e-mail correspondence. The first correspondence shall be sent to the e-mail address available on the Party's website.

§ 2

Execution of the Contract; Purchase Order

- 1) The Contract shall be prepared in writing and signed by the Parties. These GTC are an integral part of the Contract and can be downloaded from <https://adifeed.pl/do-pobrania/>.
- 2) When all the conditions of the Contract are agreed upon, AdiFeed shall send, by e-mail, a scan of the Contract signed by AdiFeed. Within 2 business days of receiving scanned Contract, the Seller shall send back to AdiFeed, by e-mail, the scanned Contract signed by the Seller.
- 3) When unit quantities of Goods are purchased or when Goods of minor value are purchased, the contract can also be signed when the Seller accepts AdiFeed's purchase order sent by e-mail (hereinafter: "Purchase Order").
- 4) The Contract and the Purchase Order shall specify the following elements:
 - a) type/name of the Goods purchased,
 - b) quantity of Goods,
 - c) unit price of the Goods,
 - d) type of Goods quality, i.e. identification if the Goods are of fodder, food, pharmaceutical, technical or other quality not mentioned in this subparagraph,
 - e) delivery date of the Goods,
 - f) place of delivery of the Goods,
 - g) other terms and conditions of Goods delivery, if any,
 - h) payment date for the Goods,
 - i) Incoterms,
 - j) a link to a website where the GTC can be downloaded from
- 5) If the Contract is not executed in the manner specified in § 2.2 of the Contract, AdiFeed shall send the Purchase Order to the Seller by e-mail.
- 6) The Seller shall accept receipt of the Purchase Order within 2 business days of its delivery, by e-mailing Purchase Order acceptance to the address from which the Purchase Order was sent. Purchase Order acceptance means that the Purchase Order is accepted for fulfilment in accordance with the contents of the Purchase Order.
- 7) If the Seller intends to amend the Purchase Order sent or if there is missing information in the content of the Purchase Order sent, the Seller shall e-mail back to AdiFeed, within 2 business days, proposed changes or the request to supplement the missing information in the Purchase Order.
- 8) When the Parties agree on the final terms and conditions of the Purchase Order or when it is supplemented, AdiFeed shall e-mail the agreed Purchase Order to the Seller who shall confirm the Purchase Order by e-mail as well, sending the Purchase Order acceptance within 2 business days of its delivery. If the final terms and conditions of the Purchase Order are not agreed upon or AdiFeed does not supplement the Purchase Order, the Purchase Order shall be deemed cancelled.
- 9) If the Seller fails to send the acceptance of the final version of the Purchase Order this shall mean that the Contract is not concluded and AdiFeed is not obliged to receive the delivery of the Goods.

§ 3

Terms and conditions of co-operation regarding the Goods purchased

- 1) Detailed terms and conditions of Goods purchase are described in the Contract or the Purchase Order.
- 2) Before the Contract is executed or the Purchase Order placed, the Parties shall agree upon and verify all the issues relating to the quality of the Goods purchased, such as the issues relating to the specification of Goods provided in § 4.1 of the GTC, MSDS (Material Safety Data Sheets), and the need to submit quality certificates. The Parties shall confirm all the agreed issues by e-mail.
- 3) AdiFeed shall e-mail company standards to the Seller before the Contract is executed or the Purchase Order is placed. A Contract signed by the Seller or a Purchase Order accepted by the Seller is tantamount to the Seller committing to comply with all company standards sent by AdiFeed.
- 4) The price of Goods stated in the Contract or Purchase Order is fixed and cannot be changed. The Price includes all the costs related to the supply of Goods to the place of delivery specified by AdiFeed, including the costs of insurance of the delivery, transport, customs duties and other fees required by law or paid by the Seller provided that the issues of the costs of the delivery, transport, customs duties and fees related to the delivery may be agreed by the Parties otherwise and regulated in the Contract or the Purchase Order.
- 5) Minimum 'use by' date for the Goods is 6 months of the date of delivery to AdiFeed.

§ 4

Specification and certificate of conformity for the Goods

- 1) Before the delivery of the Goods to AdiFeed, no later than 3 business days before the delivery, the Seller shall provide AdiFeed, by e-mail, with a scanned, agreed and up-to-date specification of the Goods prepared in writing and signed by the Seller (hereinafter: "Specification"), stating:
 - a) the name of the Goods with the names of all ingredients and Latin name for Goods which are plant materials,
 - b) type of Goods quality, i.e. identification if the Goods are of fodder, food, pharmaceutical, technical or other quality not mentioned in this subparagraph,
 - c) organoleptic characteristics such as taste, smell, colour, and consistency,
 - d) the country of origin,
 - e) physico-chemical properties such as heavy metal content, ash, humidity, pH and viscosity,
 - f) microbiological data regarding the absence of salmonella in accordance with the standards required for the Goods,
 - g) information about pesticides,
 - h) declaration of allergens for Goods which are food,
 - i) GMO declaration,
 - j) required storage conditions,
 - k) 'use by' date,
 - l) type of packaging of the Goods,
 - m) declaration regarding other undesirable substances.
- 2) All agreed properties of the Goods described in the Specification are not subject to change.
- 3) In exceptional situations which are beyond control of the Seller, if there are any changes of any properties of the Goods described in the Specification, the Seller shall inform AdiFeed of that fact and request approval of the changes. AdiFeed shall confirm the approval of the changes in writing or by e-mail. If AdiFeed refuses its consent to the changes, AdiFeed may withdraw from the Contract or Purchase Order.
- 4) At least 3 business days before the delivery of the Goods, the Seller shall provide AdiFeed with the certificate of conformity of the Goods with the Contract, the Purchase Order, and Specification of the Goods. The certificate shall also specify the batch number of the Goods, results of physico-chemical and/or microbiological tests if required by law, the type of Goods quality, i.e. denotation if the Goods are of fodder, food, pharmaceutical, technical or other quality, and the 'use by' date of the Goods.

§ 5

Terms of payment

- 1) After delivery, the Seller shall provide AdiFeed with a VAT invoice for the Goods delivered. The invoice may be electronic and should be electronically sent to fakture@adifeed.pl. The Seller shall confirm with AdiFeed whether the invoice is successfully delivered to the AdiFeed.
- 2) The payment shall be made to the bank account stated on the invoice issued by the Seller, where the payment date is the date on which AdiFeed issues the transfer instruction.
- 3) If the Goods are found not to comply with the Contract, Purchase Order or Specification of the Goods or company standards sent by AdiFeed in accordance with § 3.3 of the GTC, AdiFeed shall immediately communicate that fact to the Seller. If the Goods are found not to comply with the Contract, Purchase Order, or Goods Specification in any way, AdiFeed shall be entitled to suspend invoice payments until the problem with compliance of the Goods is successfully investigated. In such a situation provisions on complaints contained in § 7 of the GTC shall apply.
- 4) If it is resolved that the Goods do not to comply with the Contract or the Purchase Order or if no such a resolution is made by the Parties or AdiFeed returns the Goods to the Seller, the Seller shall issue or deliver to AdiFeed a correcting invoice within 3 days of the day on which the Parties resolve that the Goods are not compliant.

§ 6

Terms of delivery

- 1) The date of the delivery shall be specified in the Contract or the Purchase Order.
- 2) The place of delivery shall be AdiFeed warehouse in Kozerki, 05-825 Grodzisk Mazowiecki, ul. Merkurego 48D, unless the Parties agree on a different place of delivery in the Contract or the Purchase Order. The warehouse is open from Monday to Friday (except public holidays), from 8.00 am to 4.00 pm. The Seller shall specify the date of delivery in such a way so that the delivery is possible on the working dates and within working hours of the warehouse.
- 3) No later than 2 business days before the delivery date of the Goods, the Seller shall e-mail the following details to AdiFeed:
 - a. the exact quantity of Goods to be delivered;
 - b. the quantity of pallets and the total weight of the delivered Goods with the weight of pallets;
 - c. for dedicated transport, namely transport to AdiFeed only, the name of the entity responsible for the transport, and the number plates of the vehicle used for the transport.
- 4) If the Seller learns that the Seller is unable to fulfil the Contract or the Purchase Order, in particular as regards the date and quality of the Goods, the Seller shall immediately communicate that fact to AdiFeed by e-mail. The Seller shall specify the reason for the delay or inability to deliver the Goods. In such a situation, regardless of the reason for inability to perform the Contract or the Purchase Order and regardless of the Seller's communicating the inability to perform the Contract or the Purchase Order to the AdiFeed (when AdiFeed learns that the Seller is unable to perform the Contract or the Purchase Order, in particular in the event of a delay in the delivery of the Goods) AdiFeed is entitled, at its own discretion, to withdraw from the Contract or the Purchase Order in part or entirety, demand damages for any losses/additional costs thus generated or demand substitute performance, without the court's permit, at the cost and risk of the Seller through third parties or on its own, when the Seller is given a time limit of 3 days to perform the Contract or the Purchase Order.
- 5) Upon delivery of the Goods the Seller shall provide AdiFeed with the following documents:
 - a) waybill/CMR,
 - b) a goods issue note for the Goods,
 - c) other documents specified in the Contract or Purchase Order.
- 6) The Seller shall ensure packaging and labelling of the Goods as required by law and in a way that ensures the safety of the Goods. The Goods shall be packed according to the properties of the Goods, specific terms and conditions of delivery and relevant detailed requirements of the carrier. The packaging must comply with the laws of the EU and the country of origin of the Goods, in particular the packaging must be provided in the form that is appropriate, environmentally friendly and easily disposable. At AdiFeed's request, returnable packaging materials shall be collected by the Seller after the delivery, free of charge, no later than within 14 days of the day on which AdiFeed makes such a request.
- 7) In the event of a delivery comprised of several items of Goods, the Goods shall carry a collective label specifying the name of the Goods, the quantity of individual Goods, the 'use by' date of the Goods, the country of origin and the manufacturer of the individual Goods.

- 8) The label, including the collective label, must be made in Polish for domestic counterparties, while for international counterparties it must be bilingual, in Polish and English. The label, including the collective label, must be affixed on the packaging by the Seller in such a way so that the entire label is visible.
- 9) The Seller shall complete all the formalities related to the delivery of the Goods and preparation of all the transport documents.
- 10) Regardless of the choice of the method of delivery and the carrier, the Seller shall insure the delivery of the Goods at its own cost, in accordance with the INCOTERMS agreed upon.
- 11) The Buyer may refuse to accept the delivery of the Goods and return all or part of the Goods delivered if, upon delivery of the Goods, the Buyer determines that:
 - a) the quantity or quality of the Goods does not conform to the Contract, Purchase Order, and in particular to the Specification of the Goods
 - b) The Goods are delivered in damaged or dirty packaging.
 - c) the packaging in which the Goods are delivered or the pallets on which the Goods are delivered are past their expiry date,
 - d) the delivery took place on a date other than agreed,
 - e) the delivered Goods were not ordered,
 - f) the required documents were not attached to the delivery.
 - g) Prior to the delivery Adifeed did not receive the documents which the Seller had been obliged to deliver to Adifeed before the delivery of the Goods, as referred to in § 4.4 o the GTC and in § 6.3 of the GTC,
 - h) unit packaging of the Goods does not carry the labels that are compliant with the requirements of the European Union's laws.
- 7) Adifeed shall immediately notify the Seller by e-mail about not accepting the delivery of the Goods, and shall send photographic documentation and the waybill/CMR if the Goods are not accepted due to damage of the Goods.
- 8) If Adifeed is unable to accept the delivery of the Goods (the delivery is left by the carrier) Seller shall collect the delivery of the Goods not accepted by Adifeed within 3 business days of the day on which the Seller is informed about the fact that the Goods were not accepted.
- 9) The Seller shall cover the costs of sending back the Goods and their return packaging, return labels, preparation for return transport, insurance, and transport.
- 10) If the Goods are being returned, the Seller shall issue a correcting invoice to Adifeed, within 3 business days of the day on which the Seller is informed that the delivery of the Goods is not accepted.
- 11) If the Goods are not accepted by the Seller, Adifeed shall store the Goods at the Seller's cost and risk. Adifeed shall inform the Seller electronically about the place where the Goods are stored.
- 12) The fact that Adifeed collects the delivery of the Goods shall be without prejudice to Adifeed's rights to file complaints regarding the conformity of the Goods with the Contract and Purchase Order in terms of their quantity and the quality of the Goods delivered and their Specification.

§ 7 Warranty

- 1) The Seller represents that the Goods delivered to Adifeed comply with the Contract, Purchase Order, and in particular with the Specification of the Goods and are free from any qualitative, quantitative or legal defects of any kind, both at the time of their delivery and for the entire term of the manufacturer's warranty and statutory guarantee.
- 2) The Seller represents that the Seller was informed by the Adifeed about the purpose of the Goods, namely about the fact that the Goods shall be used for the production process performed by Adifeed as part of its economic activities and that the Seller is aware of the nature of the economic activities pursued by Adifeed and assures that Adifeed may use the Goods for such a purpose, also to manufacture food products. The Seller warrants that the Goods meet all the standards required by Polish and European laws and carry all the required certificates, tests and permits. The Seller represents that the Seller is authorised to sell the Goods, the Seller's right of ownership of the Goods is not limited in any way and that performance of the Contract or the Purchase Order does not infringe upon any third party rights (in particular the right to trademarks or registered designs, patents or territorial protection). In the event of such an infringement, the Seller shall fully indemnify Adifeed against liability for any claims.
- 3) The warranty shall be granted until expiry date of the Goods or until the 'use by' date and if that date falls earlier than in a year, for a period of one year since the delivery of the Goods to Adifeed.
- 4) If a defect is revealed or occurs during the term of warranty, Adifeed shall be entitled to, at Adifeed's sole discretion, demand replacement of the defective Goods or price reduction (hereinafter: "**Complaint**"). The Seller shall comply with the demand made by Adifeed within 5 business days of the day on which the defect is reported.
- 5) Adifeed shall file the Complaint with the Seller within 5 business days of the date on which it is revealed or occurs. The complaint may be filed by e-mail, to the Seller's e-mail address. It is sufficient for Adifeed to send relevant details by e-mail to ensure that the warranty dates are complied with. The Seller shall respond to the complaint within 5 business days, using the same channel of communication. If the Seller fails to respond, the Complaint shall be deemed accepted. If the Complaint is rejected, the Seller shall specify reasons for the rejection. The Seller shall present the proof that the defect revealed/identified during the term of the manufacturer's warranty/statutory guarantee does not exist. Adifeed may verify the Seller's position by having the Goods tested by an independent expert or an accredited laboratory. An opinion issued in this regard by the expert or laboratory shall be decisive. The Party at fault shall pay for the costs of preparing the opinion.
- 6) Adifeed shall exercise the warranty rights at the Seller's cost and risk. If Adifeed bears any cost related to the warranty procedure, the Seller shall reimburse Adifeed for any such costs at the first demand made by Adifeed.
- 7) At the time of delivery of the Goods, Adifeed shall not be obliged to verify the delivery of the Goods for the compliance of the delivery with the Contract or the Purchase Order, also in terms of the quality, quantity, compliance with the Specification, or company standards.
- 8) If the Goods do not conform to the Contract or the Purchase Order, in particular with the Specification and company standards, Adifeed shall be entitled to legal remedies provided by the Seller at its cost, which shall be without prejudice to the Adifeed's rights under the statutory guarantee.

§ 8 Responsibility

- 1) The Seller shall be liable for any losses caused to Adifeed as a result of non-performance or improper performance of its obligations arising out of the Contract, Purchase Order or the GTC, including for the losses caused by the improper packaging of the Goods, incorrect transport, incorrect labelling, the lack of necessary documents, tests, certificates and permits, or any defects of the Goods. The Seller shall be liable for the actions of the persons engaged to perform the Contract or the Purchase Order, including for actions of the employees, subcontractors, suppliers and carriers as for the Seller's own actions.
- 2) In the event of doubts as to the quality of the Goods, Adifeed reserves the right to hire an expert or an accredited laboratory to test the quality of the Goods supplied by the Seller or to have an audit carried out at the Seller's, on the dates agreed by the Parties, and in the lack of such an agreement, within 30 days of the day on which Adifeed makes such a request. In such a situation, the relevant date shall be specified by Adifeed. The Party at fault shall pay for the costs of the test. The Seller shall bear the costs of the audit that demonstrates any inconsistencies in the Seller's operations, including inconsistencies relating to the Seller's documentation. If no inconsistencies are demonstrated as a result of the audit, Adifeed shall pay for the costs of the audit.
- 3) Adifeed shall have the right to carry out the audit at the Seller's also if there are no doubts as to the quality of the Goods but the Seller does not have any of the following certificates: FAMI-QS, QS or GMP+ attesting to the Seller's compliance with all the legal standards, manufacturing procedures, safety of the Goods, correct nature of the documentation related to the Goods. Such an audit shall take place not more frequently than once every 3 years, on the dates agreed with the Seller, at the Adifeed's cost. If such a date is not agreed on by the Parties, then the audit shall take place on the date specified by Adifeed, no earlier than 30 days from the date on which Adifeed requests such an audit.
- 4) If Adifeed is held liable or if third parties file claims based on domestic/ European/ international laws due to defectiveness of the Goods or non-performance or improper performance of the Contract, Purchase Order or the GTC, the Seller shall compensate Adifeed for all the costs incurred in connection with such third party claims if such costs are paid by Adifeed or shall pay such claims before such costs are paid by Adifeed, at Adifeed's request.
- 5) The Parties shall not be liable for non-performance or improper performance of the Contract due to the circumstances of the force majeure. Events of force majeure include war, natural disasters, fire, global disruptions of computer or IT networks if they affect the Party's capacity to perform its obligations. If the Seller invokes an event of the force majeure, the Seller shall inform Adifeed of the expected end date of the disruptions. The Parties shall make every effort to eliminate or minimize the difficulties and expected damage caused by an event of the force majeure. If an event of the force majeure subsists for more than 5 business days, each of the Parties may withdraw from the Contract or Purchase Order.

§ 9

Liquidated damages and contractual penalties

- 1) Adifeed may impose a contractual penalty on the Seller in the following circumstances and in the following amounts:
 - a) a delay in the delivery Goods, counted on the gross value of the Goods not delivered in time: 2% of the value of the Goods not delivered, per each day of the delay,
 - b) a delay in the delivery of the Goods replaced as a result of Adifeed exercising its rights under the manufacturer's warranty or statutory guarantee, counted on the gross value of the Goods not replaced in time: 2% of the value of the Goods not delivered, per each day of the delay,
 - c) failure to deliver the documents required under the GTC, Contract or Purchase Order: 2% of the gross value of the delivered Goods for which the required documents were not supplied, per each day of the delay,
 - d) infringement of the confidentiality rules defined in § 12 of the GTC: PLN 1 million per each case of infringement of the confidentiality rules,
 - e) non-compliance of the Goods with the Specification of the Goods, confirmed by an opinion of an expert or a laboratory: 50% of the gross value of the delivery which included defective Goods; payment of the contractual penalty shall be without prejudice to Adifeed's rights under the manufacturer's warranty or statutory guarantee.
- 2) Liquidated damages and contractual penalties prescribed by these GTC shall be without prejudice to Adifeed's right to seek damages in excess of the value of contractual penalties.

§ 10

Withdrawal/termination of the Contract/Purchase Order

- 1) Adifeed may withdraw from the Contract or Purchase Order in the events described in these GTC and in accordance with the laws that govern withdrawal from contracts.
- 2) Each of the Parties may terminate the Contract or Purchase Order with a 3 months' notice, unless the Parties agree on otherwise in the Contract or Purchase Order. The termination notice must be delivered to the other Party in writing.
- 3) Adifeed may terminate the Contract or Purchase Order with immediate effect by serving the Seller with a termination notice of the Contract or Purchase Order, and if the Seller evades receipt of the notice, by e-mailing the Seller with the termination notice of the Contract or Purchase Order in the event of:
 - a) a change in the capital or ownership structure of the Seller,
 - b) insolvency of the Seller,
 - c) Seller's gross infringement of provisions of the Contract or Purchase Order, including the GTC, in particular infringement of the confidentiality rules, Seller's forfeiture of necessary permits, certificates and quality certificates, or the Raw Material losing the properties described in the Specification of the Goods,
 - d) negative results of the audit conducted at the Seller's,
 - e) a delay in the delivery of the Goods in excess of 7 business days.
- 4) In the event of withdrawal from the Contract or Purchase Order or termination of the Contract or Purchase Order, Adifeed shall be entitled to all statutory rights and claims towards the Seller as well as rights and claims towards the Seller that are agreed in the GTC, Contract and Purchase Order.

§ 11

GDPR

- 1) If the personal data of any of the Parties have to be disclosed, the Parties shall process such data in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the Processing of Personal Data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation), (hereinafter: GDPR), and shall perform all the obligations prescribed by such regulations and sign the relevant agreement.
- 2) Each of the Parties represents that it is the data controller within the meaning of the GDPR with regard to personal data of natural persons i.e.:
 - a) the other Party to the Contract (if the other Party is a natural person who carries on economic activities or if the other Party are shareholders in a partnership),
 - b) persons who represent the other Party to the Contract,
 - c) persons identified by the other Party to the Contract as the contact persons or persons who perform this Contract.
- 3) The notice of personal data processing of the persons identified in subpara. 2.a) and b) above can be found:
 - a) For Adifeed Sp. z o.o.: in Appendix 1 to the Contract,
 - b) For the Seller: in Appendix to the Contract (if attached by the Seller to the Contract).
- 4) The Parties shall fulfil, on their own, the information obligation of the Party to the Contract with regard to the persons referred to in subpara. 2.c) by providing such persons with the Appendices referred to in subpara. 3 above.

§ 12

Confidentiality

- 1) The Seller shall keep in confidence and not disclose to any third parties any confidential information disclosed to the Seller or learned of by the Seller in connection with negotiations of the Contract or Purchase Orders or performance of the Contract or Purchase Orders already concluded.
- 2) Confidential information includes in particular all the technical, accounting, financial, commercial, and personnel materials as well as information relating to conclusion of the Contract or Purchase Order and all other information relating to Adifeed provided to the Seller verbally or in writing, on an information medium or in any other form, as well as information obtained by the Seller individually during performance or conclusion of the Contract or Purchase Order (hereinafter: "**Confidential Information**").
- 3) The Seller shall immediately notify Adifeed of being summoned by the court or another competent authority to disclose any Confidential Information.
- 4) The Seller shall keep all the Confidential Information expressed in a tangible form (including materials in the written form, computer information carriers, films and audio media) in the manner that prevents access to such information by unauthorized persons.
- 5) The Seller shall immediately hand over or destroy all the tangible Confidential Information that remains in the possession of the Seller or delete the Confidential Information from all IT media if the Employer so requests.
- 6) The confidentiality obligation shall survive completion of the Contract or Purchase Order and remain in effect for a period of 20 years.

§ 13

Miscellaneous

- 1) The court with jurisdiction over the registered office of AdiFeed shall be competent for solving any disputes arising out of performance of these GTC or the Contracts or Purchase Orders.
- 2) Provisions of the Polish law shall apply to all the disputes that may arise, without regard to its conflicts of law provisions (including the Act on the Private International Law and Rome I and II Regulations). The applicability of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 shall be hereby excluded.
- 3) AdiFeed may amend these GTC and consequently the existing provisions shall bind the Parties only as regards the Contracts signed and Purchase Orders placed before introduction of amendments to the Contracts. The Seller shall be bound by provisions of the GTC, which shall be valid as at the execution date of the Contract or placing of the Purchase Order.
- 4) Without a prior written consent of AdiFeed, the Seller shall not assign Seller's rights or obligations towards AdiFeed that are related to the co-operation between the Parties.
- 5) If any provision of these GTC is or becomes invalid or ineffective, in whole or in part, this shall not affect the validity or effectiveness of the remaining provisions. In such a case, the invalid or ineffective provision shall be automatically replaced with a valid, effective, legal and enforceable provision that in the closest legally permitted form corresponds to the economic objective of the provision to be replaced. The Parties shall commence negotiations to replace such a provision in the shortest time possible.