



EvraFish Sp. z o.o.

ul. Gdańska 9, 89-632 Brusy
tel.: 52 398-32-61, fax: 52 396-90-90
www.evrafish.com, e-mail: evrafish@evrafish.com

EVRAFISH SP. Z O.O.

TERMS & CONDITIONS FOR THE PURCHASE OF GOODS MAY 22, 2023

NOTICE: The purchase of any Goods by Purchaser is expressly limited to and governed by these Terms and Conditions. These Terms and Conditions are incorporated into and made a material part of any purchase order issued by Purchaser. Any acceptance of Purchaser's offer is expressly limited to acceptance of these Terms and Conditions. Purchaser expressly objects to and rejects any additional or different terms or conditions proposed by Seller. No Seller terms or conditions shall become part of the parties' agreement or shall modify these Terms and Conditions, even if signed by a representative of Seller, nor shall any course of performance, course of dealing, or usage of trade operate as a modification or waiver of these Terms and Conditions. By accepting any purchase order from Purchaser, issuing an order acknowledgement or confirmation, or commencing to perform under Purchaser's purchase order, Seller accepts and assents to these Terms and Conditions. Seller acknowledges that these Terms and Conditions apply to all purchases by Purchaser and any of its affiliates.

1. Definitions.

"Purchaser" means **Evrafish sp. z o.o.**, located at Gdańska 9, 89-632 Brusy, KRS: 0000288987, Tax number: 5552052687 and/or any of its affiliates to which Seller is providing goods under the Contract.

"Contract" means the purchase order issued by Purchaser (including any ancillary documents provided by Purchaser) and these Terms and Conditions. In the event of any conflict, the Terms and Conditions shall take precedence over other documents included in the Contract.

"Goods" means the Goods for food production, oil and other goods Purchaser has requested and Seller has agreed to supply to Purchaser under the Contract.

"Seller" means the entity providing Goods to or performing Services for Purchaser under the Contract.

"Terms and Conditions" means these General Terms and Conditions for the Purchase of Goods, together with any modifications or additional provisions specifically stated in Purchaser's purchase order or specifically agreed upon by Purchaser in writing.

2. Prices.

All pricing on purchase orders is final. Purchaser does not acknowledge any written confirmation with pricing changes until a purchase order revision is completed and provided to Seller. Purchaser will not be obligated to pay and will not process payment for any invoice that does not match the price set forth on the corresponding purchase order. Seller warrants that the prices and terms on which it supplies Goods to Purchaser are no less favorable than those offered to other customers purchasing in similar quantities. Seller agrees to immediately reduce the price if it charges any customer purchasing in similar volume a lower price.

3. Purchase Order Changes.

(a) Purchaser reserves the right to modify the purchase order with respect to quantities, delivery schedules and/or specifications as desired by Purchaser by issuing one or more change orders to Seller. Seller shall not make any changes to purchase orders or affecting the





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Goods or Services without the prior written consent of Purchaser, which shall be withheld in its sole discretion.

- (b) If Seller's costs are reduced because of changes, Seller shall reduce the purchase order price to reflect all such quantifiable cost savings, whether direct or indirect.
- (c) If Seller's costs are increased because of changes, Purchaser will consider Seller's request for a reasonable adjustment to the purchase order price; provided, however, that if Seller does not notify Purchaser of a cost impact within
- (d) ten (10) days of the issuance of the revision/release, then Seller shall be deemed to waive any claim for a price increase due to the revision/release; and provided further, that if Seller does provide notice of a cost impact and the parties cannot agree upon a reasonable price adjustment within ten (10) days of such notice, the revision/release will not become effective, Seller shall not be entitled to any additional compensation or price changes, and the Purchaser may terminate the order without liability to Seller. Written or verbal acceptance of a revision or release and/or the provision of Goods or Services to Purchaser after receipt of a revision to the purchase order constitutes Seller's assent to such revision.

4. Payment Terms.

Seller shall invoice Purchaser on completed delivery of the Goods. Unless otherwise agreed to in writing, the Purchaser's payment terms are minimum 60 or 45 days (depends on raw material delivered) following the date Purchaser receives an accurate and complete invoice, payable in the currency as stated on the purchase order.

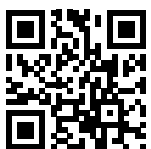
5. Shipping Charges.

Taxes. All shipping and handling charges are included in the price. Seller shall pack, mark and ship Goods in accordance with sound commercial practices and Seller's specifications in such a manner as to prevent damage during transport and shall be clearly marked as destined for Purchaser. Seller is responsible for obtaining from Purchaser any required certification. Any sales or use tax or any other tax charged by Seller shall be set forth on a separate line item on the invoice.

6. Delivery; Title; Risk of Loss.

Time is of the essence with respect to delivery of Goods. Seller shall make no partial delivery or delivery before the date(s) stated on the purchase order. Purchaser may terminate any order where delivery or performance is late or incomplete. Title to, and risk of loss, for all Goods sold to the Purchaser shall pass to the Purchaser only after unloading Goods at the delivery location selected by Purchaser. Unless otherwise noted on the purchase order, Goods shall be shipped by Seller DDP (as defined in latest version of Incoterms) to destination specified on Purchaser purchase order, freight prepaid, and Services shall be performed at the Purchaser location identified in the applicable purchase order, unless Parties agreed otherwise, then as agreed delivery shall be made according to the respective delivery terms (Incoterms or otherwise as may be agreed) agreed by the parties and specified in the Contracts.

The Purchaser must issue a shipping order at least seven (7) Working Days before the requested delivery date within the agreed delivery period. For the purpose of these T&C, "Working Days" shall mean Monday to Friday, excluding statutory and customary public holidays at the place of loading or shipment.





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7. Delay/Force Majeure.

Purchaser will not be liable or held responsible for any delays or losses related to Purchaser's failure to accept Goods that arise directly or indirectly from Acts of God, severe weather conditions, labor disputes, governmental actions, war, riots, or other circumstances or causes beyond the reasonable control of Purchaser. If Seller suffers a delay due to a force majeure event, Purchaser may terminate any order where such delay exceeds or is reasonably likely to exceed twenty days.

8. Returned or Rejected Goods.

Purchaser shall inspect all Goods within a reasonable time after receipt and shall be deemed to accept such Goods unless it gives Seller written notice of any defect or non-conformity within a reasonable time after inspection. Failure to give notice of any defect or non-conformity shall not affect any warranty or operate as acceptance of any Product with a latent defect.

9. Warranty/Limitation of Liability. Contract withdrawal.

- (a) In addition to all warranties provided under the Uniform Commercial Code and/or other applicable laws, Seller warrants that all Goods furnished shall conform to all applicable specifications, be new, merchantable and of good workmanship and quality, free of all defects, liens and encumbrances and fit for the ordinary purposes for which the Goods are used. Seller also warrants that the Goods shall comply with all applicable laws, codes, regulations and standards, shall not infringe the intellectual property rights of any third party, will be conducted with due skill and care.
- (b) Seller and Purchaser liability is limited to direct losses only. **Seller and Purchaser liability for loss or damage caused by delay, is limited to a maximum of 5% of the purchase price agreed by the Parties.**
- (c) In addition to all rights and remedies available under the Uniform Commercial Code and/or other applicable laws, if Seller breaches any warranty, Purchaser may, at its election and in addition to any rights or remedies it may have: (i) return such items to Seller at Seller's risk and expense; (ii) require Seller, at its expense to promptly replace or correct such items; (iii) pending redelivery, require repayment of any amounts paid for returned items; (iv) effect cover by purchase or manufacture of similar items or repair such items at Seller's expense; and/or (v) accept or retain non-conforming items and equitably reduce their price. Additionally, Seller shall reimburse Purchaser for any and all direct and indirect costs, expenses and penalties arising out of or related to Seller's breach. Such remedies are not exclusive, and Purchaser hereby reserves all of its rights and remedies under applicable law.
- (d) **The Purchaser has a right for contract or order withdrawal in the event of changes in market prices by more than 20% in relation to contracted prices.**

5. Inspections.

Notwithstanding payment, passage of title or prior inspection, all Goods are subject to final acceptance or rejection by Purchaser at the delivery destination. Seller agrees that Purchaser and its customers shall have the right to enter Seller's facility at reasonable times to inspect the facility, goods, materials and any property of Purchaser covered by the purchase order. Such inspection, whether during manufacture prior to delivery or within a reasonable time after delivery, shall not constitute acceptance of any work-in-progress or finished Goods, whether or not a breach of warranty or other defect had become evident at the time.





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6. Indemnification; Insurance.

(a) Seller shall release, defend, indemnify and hold Purchaser, its shareholders, officers, directors, employees, agents and representatives harmless from and against any claims, demands, causes of action, judgements, proceedings, awards, damages, losses, fines, penalties, costs, expenses and liabilities (collectively, "Losses") caused by, arising out of or relating to the Goods, Services, or any act or omission of Seller, its shareholders, officers, directors, employees, agents or representatives, including, without limitation, Losses arising from or related to personal injury, death, property damage, economic loss, or intellectual property infringement.

(b) Purchaser shall have no duty to indemnify Seller for any reason not expressly undertaken in these Terms and Conditions, and in no event will Purchaser indemnify Seller for Seller's acts, omissions, or negligence.

(c) Seller shall maintain commercial general liability insurance, including Goods liability and completed operations coverage, in amounts not less than the equivalent of sum of purchase per occurrence and the equivalent of sum aggregate. Seller shall name Purchaser as an additional insured under such policy (broad form vendor endorsement, if applicable), waive subrogation against Purchaser, and provide Purchaser with a certificate of insurance evidencing the same upon request. These insurance requirements do not in any way limit Seller's indemnification obligations.

7. Severability.

Any provision contained herein determined to be unenforceable, illegal or invalid shall be automatically voided and shall not affect the enforceability, legality or validity of the remaining provisions herein.

8. Assignment.

Seller shall not assign, delegate, or subcontract its performance under any purchase order of Purchaser or these Terms and Conditions without the prior written consent of Purchaser, which Purchaser may withhold in its sole discretion.

9. Remedies; Survival.

Purchaser may withhold out of amounts otherwise due Seller under the purchase order or any other agreement with Seller such sums sufficient to compensate itself for any amount at any time that may be owed from Seller to Purchaser in connection with the purchase order or such other agreement. In addition, Purchaser hereby reserves all additional rights and remedies provided by law or equity. Provisions of these Terms and Conditions which by their nature should apply beyond their terms will remain in force after any termination or expiration of these Terms and Conditions including, without limitation, the following provisions: Indemnification; Insurance, Compliance with Law, Warranty/Limitation of Liability, Choice of Law, Remedies; Survival and Notices.

10. Relationship between the Parties; Notices.

The relationship between Purchaser and Seller is solely that of independent contracting parties, and nothing in these Terms and Conditions or any purchase order of Purchaser shall be construed to create an employment, joint venture, partnership, or agency relationship between Purchaser and Seller. All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the face of the Contract or to such other address that may be designated





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by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Contract, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

11. Cancellation.

(a) Purchaser may immediately cancel the purchase order, without liability to Seller, in the event of any of the following or any other similar occurrences: (i) insolvency of the Seller; (ii) filing of a voluntary petition in bankruptcy by Seller; (iii) filing of any involuntary petition in bankruptcy against the Seller; (iv) appointment of a receiver or trustee for Seller; or (v) Seller making an assignment for the benefit of creditors.

(b) Purchaser reserves the right to cancel all or any part of the purchase order, without liability to Seller, if Seller: (i) repudiates or breaches any of the terms of the purchase order or these Terms and Conditions; (ii) fails to perform Services or deliver Goods as specified by Purchaser; or (iii) fails to make progress so as to endanger timely and proper completion of Services or delivery of Goods, and Seller does not correct such failure within three (3) days (or such shorter period of time if commercially reasonable under the circumstances) after receipt of notice from Purchaser specifying such failure or breach.

(c) Purchaser may also terminate all or any part of the purchase order for its own convenience, in which case Seller shall be entitled to, but only to, an equitable amount not in excess of its verified direct costs reasonably and necessarily expended or committed to third parties in accordance with lead times for materials and labor as appropriate for corresponding delivery dates prior to the notice of termination (less salvage value and any other amounts recoverable by Seller). The payment required by the foregoing sentence shall constitute Purchaser's sole and exclusive liability and obligation with respect to cancellation of any order.

12. Compliance with Law. Governing law.

Seller shall comply, and ensure that its permitted subcontractors comply, with all applicable statutes, regulations, rules, and ordinances governing the manufacture, sale, supply, or transfer of Goods.

13. Choice of court. Governing law.

Terms and Conditions are governed by Polish law.

Any dispute between Seller and Purchaser shall be governed by common arbitration court in Stockholm and the parties irrevocably submit to the exclusive jurisdiction of, and consent to venue in, such courts. The Purchaser and Seller agree to waive any right to a jury trial of any and all issues raised in litigation. The United Nations Convention on International Sale of Goods shall not apply to the Contract.

14. Language.

The parties have expressly requested that this Contract and all related documents be drafted in the English or Polish language.

