

## Trading Terms and Conditions of EU Poultry s.r.o.

**EU Poultry s.r.o., with its registered office at Hlavná 1088, 925 03 Horné Saliby  
Company ID: 50 634 721**

### I. General Provisions

1.1. These Trading Terms and Conditions (hereinafter referred to as the "TT&Cs") have been prepared to inform the clients of the company **EU Poultry s.r.o.**, with its registered office at Hlavná 1088, 925 03 Horné Saliby Slovak Republic, Company ID (IČO): 50 634 721, Tax ID: 2120419477, VAT ID: SK2120419477, registered in the Commercial Register of the District Court Trnava, Section: Sro, Insert No.: 39113/T, if and when they enter into a contract for a purchase of the Goods.

#### 1.2 Definition of Terms:

##### **a) Seller**

**EU Poultry s.r.o.**, with its registered office at Hlavná 1088, 925 03 Horné Saliby, the Slovak Republic, Company ID (IČO): 50 634 721, Tax ID: 2120419477, VAT ID: SK2120419477, registered in the Commercial Register of the District Court Trnava, Section: Sro, Insert No.: 39113/T.

**b) Buyer** Entrepreneur (company or individual) designated as the Buyer in the Contract of Sale.

##### **c) Goods**

Chilled and frozen poultry meat and poultry meat products.

**d) Contract of Sale** Separate Contract of Sale concluded by the Seller and the Buyer based on the specification that will include the type, weight/quantity and price of the goods which will be concluded, as well as the Contract of Sale, for individual deliveries of the goods, and such specification shall be sent by the Buyer to the Seller to the e-mail provided in the heading of the Contract of Sale or to another provided address. If the Seller confirms such Specification and terms and conditions included therein, such Specification shall become binding for both Parties. For the avoidance of doubts, each Specification is subject to the terms and conditions of the Contract of Sale and these TT&Cs, unless the Parties agree expressly otherwise.

##### **e) Transport Company**

If the transport company is arranged by the Buyer - in the case when the transport is arranged according to the delivery clause EXW Ex Works of the official Incoterms rules for the interpretation of the trade terms of the International Changer of Commerce, the transport company is the Company entrusted by the Buyer with the transportation of the goods,

Alternatively:

If the transport company is arranged by the Seller - in the case when the transport is arranged according to the delivery clause CPT Carriage paid to (... named place of destination) of the official Incoterms rules for the interpretation of the trade terms of the International Changer of Commerce, the transport company is the Company entrusted by the Seller with the transportation of the goods, based on the specification confirmed by the Seller.

##### **f) Insurance Coverage of Receivables**

This means that the receivables of the Seller against the Buyer are covered by insurance for claims against the risk of non-payment of the debts under the insurance contract concluded between the Seller and the company Compagnie francaise d'assurance le commerce extérieur, pobočka poisťovne z iného členského štátu, with its registered office at Šoltésovej 14, 811 01 Bratislava, Company ID: 36 833 991, provided that the Buyer was included in the database of clients who are covered by insurance, and the Buyer will receive a written notice thereof, as well as the notice of the amount of the credit limit.

##### **g) Insurance Contract**

The insurance contract between the Seller and the company Compagnie francaise d'assurance le commerce extérieur, pobočka poisťovne z iného členského štátu, with its registered office at Šoltésovej 14, 811 01 Bratislava, Company ID (IČO): 36 833 991 (hereinafter referred to as the "Insurance Company") under which the Insurance Company provides the insurance cover for receivables, Tradeliner Contract No. 870001918,

dated **[DOPLNT]**

**h) Credit Limit:**

The amount of the insurance cover up to which the receivables of the Seller against the Buyer are covered by insurance under the Insurance Contract, the Seller will notify the Buyer about the amount of the credit limit.

**II. Subject-Matter of Contract of Sale**

2.1. The Subject-matter of the Contract of Sale is the obligation of the Seller to deliver the Goods to the Buyer and transfer the ownership title to the Goods to the Buyer and the obligation of the Buyer to take the Goods over and to pay the Purchase Price for the Goods.

2.2. The Seller shall deliver the Goods in quantity, quality, on time and at the price according to the Specification.

2.3. In addition to the characteristics expressly agreed in the Contract of Sale, the Goods must comply with the requirements under the legislation and technical standards applicable to the Goods.

**III. Terms of Payment**

3.1 The date of payment is the day on which the due amount is credited to the bank account of the Seller.

3.2 Payments under the Contract of Sale shall be made by the Buyer by bank transfer to the bank account of the Seller specified in the invoice or by the cash deposit on the bank account of the Seller. Payments shall be made in euro (EUR).

3.3 When making payments under the Contract of Sale, the Buyer shall pay all bank fees.

3.4 Pursuant to the Contract of Sale, the unit price and total price for the delivered Goods is specified in the Specification.

3.5 The Buyer is obliged to pay the purchase price for the Goods according to the agreed price for the agreed quantity of the Goods. If the quantity of the actually delivered Goods is higher than agreed in the Contract, the Buyer is obliged to pay the difference based on an invoice additionally issued by the Seller.

3.6 The Buyer is obliged to make advance payments (prepayments in accordance with pro forma invoice) in the amount of 100 % (one hundred percent) of the price for the Goods agreed in the Contract, within 14 (fourteen) days after the receipt of the pro forma invoice issued by the Seller. The Goods shall be delivered to the Buyer within 7 (seven) working days after the payment of the pro forma invoice, in accordance with the provisions of Articles IV and V hereof.

3.7 Exceptionally, on the condition that the receivables of the Seller against the Buyer are covered by the insurance for claims and the Seller grants its consent, at the request of the Buyer in the Specification, the Buyer is not obliged to pay advance payments. In such a case, the Buyer is obliged to pay the purchase price based on the invoice received upon the acceptance of the Goods, with a maturity of **[DOPLNT]** days.

3.8 If the receivables of the Seller against the Buyer are overdue, the deliveries will be interrupted until the payment of the receivables, even in the cases when the total receivables of the Seller against the Buyer do not exceed the credit limit.

3.9 If the total receivables of the Seller against the Buyer amount to the Credit Limit of insurance for receivables, the Buyers will have, before the next delivery of the Goods, to pay the appropriate amount of the receivables so that the sum of receivables does not exceed the credit limit. Otherwise, the deliveries will be interrupted.

3.10 The receivables shall be deemed paid if they are credited to the bank account of the Seller before 12:00 a.m. on a working banking day preceding the day of production of the Goods. If the funds are not credited on the bank account before the time stipulated, the order of the Buyer will not be included in the plan of

production and dispatch of the Goods for the next day.

#### **IV. Basic Delivery Terms in cases where the transport is arranged by the Buyer (according to the delivery clause EXW of the Incoterms rules)**

4.1 The Goods will be delivered in accordance with the delivery clause EXW – Ex Works in accordance with the terms of the official Incoterms rules of the International Chamber of Commerce (as amended in 2010), which is the address: Hlavná 1088, 925 03 Horné Saliby, Slovak Republic, unless another place of delivery is agreed in the relevant Specification (hereinafter referred to as the “**place of delivery**”).

4.2 The acceptance of the Goods shall be carried out in accordance with the Contract of Sale, technical requirements and standards, applicable legal regulations, hygiene rules (e.g. HACCP), the Codex Alimentarius, international treaties and standards by which the Slovak Republic is bound.

4.3 The Buyer shall arrange the transportation of the Goods itself or through a transport company, while all costs associated with transportation shall be borne by the Buyer itself. In the case of transportation by a shipping company, the Buyer shall notify the Seller about the identification data of shipping company as well as the transporting vehicle data no later than 24 hours before the planned transportation.

4.4 The Goods shall be delivered with the following supporting documents:

- a) invoice for the relevant consignment of the Goods;
- b) international bill of lading (CMR);
- c) delivery note.

4.5 In accordance with the requirements of the Contract of Sale for the acceptance of the Goods, the Buyer is obliged to ensure the timely and proper acceptance of the Goods delivered in the manner and under the terms and conditions of the Contract of Sale, otherwise the Buyer shall be liable for damage incurred in this connection to the Seller or to its contractual partner.

4.6 The Seller expressly draws the attention of the Buyer to the fact that the vehicle used for transportation of the Goods must be equipped with a device controlling the temperature in the refrigerator compartment of the vehicle, and which, based on the records, provides information on the transportation temperature, so as not to damage the goods, in accordance with the relevant provisions of the Agreement on the International Carriage of Perishable Foodstuffs and on the Special Equipment to be Used for such Carriage (ATP).

4.7 The Seller expressly draws the attention of the Buyer to the fact that during the transportation of the Goods it is ideal to maintain the temperature regime of the Goods in the range of temperatures from 0 to +2°C. However, the temperature must not exceed the limit of +4°C in case of chilled poultry meat. In case of frozen poultry meat, the temperature must not exceed -15°C, the ideal is to maintain a temperature of -18°C and less.

4.8 The Seller is obliged to deliver the Goods in full within 7 (seven) working days after crediting the advance payment for the Goods on the bank account of the Seller. The Buyer is obliged to ensure the acceptance of the Goods from the Seller in timely manner, under the terms and conditions of the provisions of the Contract of Sale. If the Buyer is not obliged to pay any advance payment, the Seller is obliged to deliver the Goods in full within 7 (seven) working days after the receipt of the e-mail Specification, unless the deliveries are interrupted in accordance with Clause 3.8 or Clause 3.9 hereof.

4.9 The Seller fulfils its obligation when handing the Goods over to the Buyer or a transport company arranged by the Buyer, in its warehouse. The risk shall pass on to the Buyer upon the acceptance of the Goods.

4.10 The delivery of the Goods takes place at the time of the loading of the Goods for transportation by the transport company, when the ownership titled is also transferred from the Seller to the Buyer. The acceptance of the Goods shall be performed by the Buyer through the transport company.

4.11 The Seller shall bear all risks of accidental deterioration, damage and loss of the Goods until handing the Goods over to the Buyer (or to a transport company transporting the Goods to the Buyer) and upon the

hand-over of the Goods (the moment of the transfer of the ownership title to the Goods from the Seller to the Buyer) all risks of accidental deterioration, damage and loss of the Goods shall be transferred to the Buyer.

4.12 The Buyer shall bear the risks involved in transferring the Goods during the entire carriage, from the receipt until the delivery to the final destination.

4.13 If the Goods comply with the terms and conditions of the Contract of Sale, standards, technical specifications of the country of the Seller, the Buyer shall, at the acceptance of the Goods, provide the Seller with all necessary documentation concerning the acceptance of the Goods, in accordance with the applicable laws of the Slovak Republic, in compliance with the technical requirements and standards, applicable legal regulations, hygiene rules (e.g. HACCP), the Codex Alimentarius, international treaties and standards by which the Slovak Republic is bound. In particular, it is obliged to provide the signature and an imprint of a stamp on the invoice, the international bill of lading (CMR) and on the delivery note.

#### **V. Basic Delivery Terms in cases where the transport is arranged by the Seller (according to the delivery clause CPT of the Incoterms rules)**

5.1 The delivery of the Goods shall be performed under the delivery clause CPT – Carriage paid to (named place of destination) in accordance with the trade terms of the official Incoterms rules of the International Chamber of Commerce (as amended in 2010), with the address determined by the Buyer in the Contract of Sale (hereinafter referred to as the “**place of delivery**”).

5.2 The acceptance of the Goods shall be carried out in accordance with the Contract of Sale, technical requirements and standards, applicable legal regulations, hygiene rules (e.g. HACCP), the Codex Alimentarius, international treaties and standards by which the Slovak Republic is bound.

5.3 The obligation of the Seller to deliver the Goods shall be deemed to have been fulfilled at the time of delivery of the Goods to the warehouse of the Buyer or at the moment of the refusal to accept the Goods by the Buyer. Otherwise, the obligation to deliver the Goods will be specified in accordance with trade terms of the official Incoterms rules of the International Chamber of Commerce (as amended in 2010).

5.4 The Seller is obliged to deliver the Goods in full within 7 (seven) working days after crediting the advance payment for the Goods on the bank account of the Seller. Seller is obliged to send to the Buyer the proper notice that the Goods are ready for delivery by e-mail to the agreed e-mail address. The Buyer is obliged to ensure the acceptance of the Goods from the Seller in timely manner, under the terms and conditions of the provisions of these TT&Cs.

5.5 If the Seller sells the Goods to the Buyer without advance payment, i.e. on an invoice with a certain maturity, the Seller shall insure the risks associated with the relevant transaction (insurance for claims) and shall inform the Buyer thereof in advance and provide the information on the amount and terms and conditions of such insurance. If the Buyer is not obliged to pay any advance payment, the Seller is obliged to deliver the Goods in full within 7 (seven) working days after the receipt of the order, unless the deliveries are interrupted in accordance with Clause 3.8 or 3.9 hereof.

5.6 The Goods shall be delivered with the following supporting documents:

- a) invoice for the consignment of the Goods;
- b) international bill of lading (CMR);
- c) delivery note.

5.7 In accordance with the requirements of the Contract of Sale for the acceptance of the Goods, the Buyer is obliged to ensure the timely and proper acceptance of the Goods delivered in the manner and under the terms and conditions of the Contract of Sale, otherwise the Buyer shall be liable for damage incurred in connection therewith by the Seller or by its contractual partner.

5.8 The Buyer or another person authorized by the Buyer that will, in fact, take the Goods over shall be the consignee under the Contract of Sale.

5.9 The delivery of the Goods takes place at the time of the transfer of the Goods from the Seller to the Buyer. The acceptance of the Goods shall be performed by the Buyer at the place of delivery.

5.10 The Seller expressly draws the attention of the Buyer to the fact that the vehicle used to transportation of the Goods must be equipped with a device controlling the temperature in the refrigerator compartment of the vehicle, and which, based on the records, provides information on the transportation temperature, so as not to damage the goods, in accordance with the relevant provisions of the Agreement on the International Carriage of Perishable Foodstuffs and on the Special Equipment to be Used for such Carriage (ATP).

5.11 The Seller expressly draws the attention of the Buyer to the fact that after the unloading of the Goods it is ideal to maintain the temperature regime of the Goods in the range of temperatures 0 to + 2°C. However, the temperature must not exceed the limit of +4°C in case of chilled poultry meat. In case of frozen poultry meat, the temperature must not exceed -15°C, the ideal is to maintain a temperature of -18°C and less.

5.12 The transfer of the Goods shall mean providing the Buyer with the relevant supporting documents to the Goods, specifying the date of actual acceptance of the Goods (stamp on CMR and/or confirmation of admission of the Goods to the warehouse).

5.13 The ownership title to the Goods shall be transferred from the Seller to the Buyer at the moment of the transfer of the Goods to the Buyer or at the moment of refusal to accept the Goods by the Buyer, as the case may be.

5.14 All risks of accidental deterioration, damage and loss of the Goods shall be transferred at the time of transfer of the ownership title to the Goods. The Seller shall bear all risks of accidental deterioration, damage and loss of the Goods until handing the Goods over to the transport company transporting the Goods to the Buyer under the Contract of Sale. During the transportation of the Goods by the transport company, all the risks of accidental deterioration, damage and loss of the Goods shall be borne by the carrier until the hand-over of the Goods to the Buyer or any other person authorized by the Buyer that will, in fact, take the Goods over to the warehouse on behalf of the Buyer or at the moment of refusal to accept the Goods by the Buyer.

5.15 If the Goods comply with the terms and conditions of the Contract of Sale, standards, technical specifications of the country of the Seller, the Buyer shall, at the acceptance of the Goods, provide the Seller with all necessary documentation concerning the acceptance of the Goods, in accordance with the applicable laws of the Slovak Republic, in compliance with technical requirements and standards, applicable legal regulations, hygiene rules (e.g. HACCP), the Codex Alimentarius, international treaties and standards by which the Slovak Republic is bound. In particular, it is obliged to provide the signature and an imprint of a stamp on the invoice, the international bill of lading (CMR) and on the delivery note.

## **VI. Packaging and Labelling**

6.1 The Goods is delivered in non-returnable cardboard packages, i.e., packages (which are not subject to a deposit), or in returnable plastic packages of the TARA type, the E2 or M10 type.

6.2 The Buyer is obliged to return the plastic packages of the TARA type, the E2, M10 type, at the next take-over of the Goods, i.e. during the next delivery of the Goods, and if no next delivery is made, then the Buyer is obliged to return the above specified returnable packages no later than within 5 (five) working days after the delivery of the Goods at its own expense. Should the Buyer fail to return the returnable packages within the set time limit of 5 (five) working days after the delivery of the Goods, the Seller shall be entitled to require the payment of the amount of €4.00, excl. VAT, per each returnable package; such invoice shall be payable within 7 (seven) days from the delivery date.

6.3 The exact number of returnable packages shall be given on the relevant delivery note.

6.4 The obligation of the Buyer to return the packages does not apply to the carton packages.

## **VII. Quality of Goods**

7.1 The quality of the Goods supplied under the Contract of Sale shall meet the requirements provided for this type of the Goods in the Slovak standards and technical specifications, sanitary and veterinary legal regulations applicable in the EU.

7.2 The Goods delivered is subject to compulsory labelling in accordance with the requirements of the country of the Seller. The Goods delivered shall be packed according to the EU standards and technical specifications.

## **VIII. Complaints and Penalties**

8.1 The Buyer is obliged to claim indemnification from the Seller for the defects of the delivered Goods as a result of the hidden (manufacturing) defects of the Goods without delay, as soon as he has detected them. Under these circumstances, the Seller is authorized to perform a direct independent review of the claim. The Seller is obliged to keep arbitrary samples of the goods properly in the case of such an inspection. For the purpose of reviewing of the complaints, the Contracting Parties shall jointly hand over such arbitration samples for inspection to an independent laboratory.

8.2 The Buyer is entitled to make a complaint of the Goods within 12 (twelve) hours from the receipt of the Goods to its warehouse, both in the case of a complaints concerning the quantity and the quality of the Goods.

8.3 Any complaint shall be sent in writing via e-mail to the address given in the heading of the Contract of Sale or to a general address for sending complaints: [s.starinska@poultryeu.eu](mailto:s.starinska@poultryeu.eu) together with the supporting documents proving the contents and nature of the complaint of the Buyer.

8.4 In the case of a complaint regarding the quality of the Goods, in cases where the transport is arranged by the Buyer, the Buyer is only entitled to submit the relevant complaint if evidence can be provided that during the transportation and storage of the Goods the temperature regime was maintained, i.e. from the moment of handing the Goods over to the transport company till the moment of their unloading in the warehouse of the Buyer, and at the Buyer's warehouse the temperature conditions and hygienic standards applicable to the handling of the Goods were also maintained during the unloading and storage.

8.5 In the case of a complaint regarding the quality of the Goods, in cases where the transport is arranged by the Seller - according to the delivery clause CPT of the Incoterms rules, the Buyer is only entitled to submit the relevant complaint if evidence can be provided that during the unloading and storage of the Goods the temperature conditions and hygienic standards applicable to the handling of the Goods laid down in these TT&Cs and generally binding legal regulations were maintained. For the purposes of a complaint, if any, the Buyer shall, at its own request before the commencement of unloading of the Goods, arrange from the transport company the printing of records on the transportation temperature of the Goods from the temperature measuring device. In the case of defects (concerning the quality of the Goods), the Buyer is obliged to attach a copy of such records to the confirmation of the take-over of the Goods from the transport company. In the event of detection of defects to the Goods, the Buyer is entitled to refuse to accept the Goods, stating the reason, and immediately submit a complaint.

8.6 The Buyer shall prove the compliance with the temperature regime via presenting the records from the temperature measuring device made prior to the unloading of the Goods by the Buyer. The records from the measuring device must form an integral part of attachments to the complaint concerning the quality of the Goods.

8.7 If the Buyer proves discrepancies in the quantity and/or quality of the Goods delivered in the manner and under the terms and conditions of the Contract of Sale, the Seller is obliged to satisfy this complaint of the Buyer, and within 3 (three) working days after the receipt thereof, it shall decide on the method of satisfaction of the complaint, and in particular in the case of discrepancies in the quantity, by money refund for the Goods

and/or setting off the price for the Goods the quantity of which does not comply with the Contract of Sale against the payment for the next consignment of the Goods. In the case of discrepancies in the quality, by replacement of the Goods by other flawless goods. If such replacement is not possible, the complaint shall be satisfied by refund of the money for the Goods and/or by setting off the price for the Goods the quantity and quality of which do not comply with the Contract of Sale against the payment for the next consignment of the Goods

8.8 If the payment for the Goods is paid later than on the dates agreed by the Parties, the Seller is entitled to withdraw from the Contract of Sale.

8.9 If the advance payment for the Goods is not paid properly and on time, the Seller shall not be obliged to take the Goods out of the warehouse and the Buyer shall be liable for damage incurred by the Seller in connection therewith.

8.10 Should the Buyer fail to pay for the Goods duly and on time, the Seller shall be entitled to suspend any deliveries until the payment of all outstanding amounts in full and the Seller shall be entitled, in this regard, to withdraw from the Sale Contract unilaterally. This does not apply if the receivables of the Seller are covered by insurance and the credit limit has not been exceeded and if the receivables are not overdue.

8.11 In the case of a breach of any obligation arising from the Contract of Sale (hereinafter referred to as a "Breach of the Contract"), the Party shall be liable under the Contract of Sale and/or applicable legislation of the Slovak Republic and international treaties applicable in the Slovak Republic.

8.12 The maximum amount of damages to be paid by the Seller to the Buyer for a Breach of the Contract of Sale shall not exceed the amount paid to the Seller by the Buyer for the relevant consignment.

8.13 The Buyer shall pay to the Seller, for any unjustified refusal of the Goods or failure to pay for the consignment, a contractual penalty in the maximum amount of 20% (twenty per cent) of the price for the consignment concerned.

8.14 For delayed payment for the Goods delivered, the Buyer shall pay to the Seller a penalty in the amount of 0.1% (one tenth per cent) per each day of delay; however, no more than 15% (fifteen per cent) of the respective price of the consignment.

8.15 The payment of contractual penalties, fines, charges and/or indemnification for damage caused does not exempt the Party from its obligation to fulfil its obligations arising from the Contract of Sale.

## **IX. Force Majeure**

9.1 The Party shall be exempted from liability under the Contract of Sale and/or applicable legislation of the Slovak Republic for a complete or partial breach of the Contract of Sale if it is proven that such breach occurred as a result of force majeure.

## **X. Termination of Contract of Sale**

10.1 The termination of the Contract of Sale shall not exempt the Parties from liability for any breach thereof caused by them during the term of the Contract of Sale.

10.2 Amendments to the Contract of Sale shall be only made by agreement of the Parties and executed in the form of an addendum to the Contract of Sale.

10.3 Unless the Contract of Sale or the applicable Slovak legislation provides otherwise, the Contract of Sale may only be terminated by agreement of the Parties in the form of an addendum to the Contract of Sale.

## **XI. Court Settlement of Disputes**

11.1 Any and all disputes arising from or in connection with the Contract of Sale shall be settled by mutual

negotiations between the Parties.

11.2 If a dispute cannot be resolved through negotiations, it shall be settled, upon mutual agreement of the Parties, by the competent court of the Slovak Republic according to the registered office of the Seller. The Parties agree that legislation of the Slovak Republic shall apply to the assessment and settlement of the dispute.

11.3 The applicable law of the Contract of Sale is the law of the Slovak Republic.

11.4 The language of court hearing is the Slovak language.

## **Article XII Final Provisions**

12.1 These TT&Cs serve only as information for clients of the company EU Poultry s.r.o.

12.2 For trade with the company EU Poultry s.r.o., a Contract of Sale must be concluded in writing, in which the contractual terms and conditions will be agreed.

Represented by Dmytro Borodavka, Executive Director