

GENERAL CONDITIONS OF PURCHASE

REGARDING THE SUPPLY OF GOODS, AND AUXILIARY MATERIALS FOR THE MANUFACTURING OF AMCO SP. Z O. O. PRODUCTS AND THE PROVISION OF SERVICES

I) GENERAL PROVISIONS

- 1) These general conditions of purchase govern the terms of cooperation between the Supplier and AMCO Sp. z o. o. with its registered office in DybówKolonía ("AMCO") regarding the supply of auxiliary materials for the manufacturing of products to AMCO as well as the provision of any accompanying services to AMCO.
- 2) These general conditions of purchase constitute an integral part of the contracts of sale and delivery by the Suppliers to AMCO regarding the supply of auxiliary materials for the manufacturing of AMCO products as well as the provision of any accompanying services (in particular transportation services, legal services, pest control, machine servicing, Customs Agency and other services) and are binding upon both Parties to the Agreement unless agreed otherwise in writing.
- 3) The terms used in these general conditions of purchase shall have the following meaning:
 - a. **General Conditions of Purchase (GCP)** – these general conditions of purchase,
 - b. **Goods** – movable items from Supplier's offer, including semi-finished items and auxiliary materials for the manufacturing of Amco Products, being subjects of sale and delivery to Amco, and all kinds of services, being provided for Amco,
 - c. **Products** – movable items manufactured with the use of Goods,
 - d. **Supplier** – the entity selling and delivering Goods or services to AMCO,
 - e. **Agreement** – the contract concluded between AMCO and the Supplier as a result of the Supplier's acceptance and completion of an order placed by AMCO regarding the sale of Goods or provision of Services (alternatively the Supplier's acceptance and completion of an order regarding the sale of Goods, which was subsequently modified by the Supplier and approved by AMCO),
 - f. **Business Days** – five weekdays from Monday to Friday (with the exception of public holidays and Saturdays).
- 4) The conclusion of the Agreement means that the Supplier acknowledges the GCP and consents to its inclusion in the Agreement. The GCP is binding upon the Supplier on the receipt thereof in connection with the conclusion of an Agreement or at the time the GCP is made readily accessible to the Supplier. The GCP is available on the AMCO website at www.amco.pl
- 5) In the event AMCO delivers the GCP to the Supplier prior to the conclusion of an Agreement (or the Supplier becomes familiar with the GCP otherwise) it shall be deemed that the GCP is an integral part of the Agreement and shall be applied to orders and Agreements executed between the Parties in the future. For the avoidance of doubt, the GCP shall apply to the subsequent orders placed by AMCO in relation to the Goods regardless of the period of time elapsed between such orders.

II) THE ORDERS

- 1) The orders shall be placed by AMCO in writing or by e-mail.
- 2) The Supplier shall confirm the receipt and acceptance of an order by its authorized representatives in writing or by e-mail, within 24 hours in the case of domestic Suppliers (and within 48 hours in the case of Suppliers from outside the Republic of Poland) taking into account business days. The acceptance of an order shall be expressed on the order form provided by AMCO.
- 3) Confirmation of an order without any reservations shall be equivalent to the Supplier's acceptance of such order in accordance with the contents thereof. Any and all changes or additions to the conditions expressed in the order shall require the consent and confirmation of AMCO.
- 4) In the event the Supplier is not able to complete an order in line with its conditions and requirements, the Supplier shall notify AMCO within 24 hours of the receipt of such an order in the case of domestic Suppliers (and within 48 hours in the case of Suppliers from outside the Republic of Poland), taking into account business days, as well as propose different conditions for the completion of the given order in writing. In the event AMCO expressly approves the conditions of the given order modified by the Supplier pursuant hereto and the notification of the Supplier of the approval of said modified conditions, the Parties

shall be bound by the provisions of the order placed by AMCO, amended by the Supplier and subsequently approved by AMCO.

- 5) In the event of risk of delay in the completion of an order (following the confirmation of the order by the Supplier), the Supplier shall notify AMCO in writing (via facsimile or e-mail) of such fact immediately upon the occurrence of the circumstances indicating such risk. In the aforementioned situation the approval or rejection of the new term for the completion of the order shall be at the sole discretion of AMCO. AMCO shall be entitled to pursue damages from the Supplier on account of the losses suffered due to delayed completion of orders irrespective of the Supplier's notification of such delay.
- 6) In the event the Supplier fails to confirm the receipt and completion of an order within the time period referred to under this Article II pt. 2, AMCO shall be entitled to refuse the receipt of any delivered Goods.
- 7) Unless agreed otherwise, the period of time for the completion of an order (supply of Goods) running from the acceptance of the order (taking business days into consideration) shall be 48 hours for domestic Suppliers and 72 hours for the Suppliers based outside the territory of the Republic of Poland, however in the case of overseas Suppliers such time period shall be agreed upon between the Parties each time.
- 8) For the avoidance of doubt it shall be agreed that the Supplier's acceptance of an order placed by AMCO shall be equivalent to the acknowledgment and acceptance of the GCP.

III) CONDITIONS OF PURCHASE AND PAYMENT

- 1) Detailed conditions of purchase are stated in the order and include in particular: name of the Goods, quantity and net price of the Goods, term of payment, terms and conditions of delivery, information on the documents required for delivery and the maximum pallet weight, the hours of receipt of deliveries, etc.
- 2) Unless agreed otherwise, the price of the Goods expressed in the order shall include any and all costs related to the delivery of such Goods to the place of destination indicated by AMCO, in particular the costs of shipment, loading and unloading, packaging of the Goods necessary for the given mode of transport, customs fees, freight insurance as well as any and all fees and costs.

IV) PAYMENT

- 1) Unless otherwise stated in the order or otherwise agreed between the Parties, payment for the delivered Goods shall be in 45 days following delivery of the ordered Goods to AMCO in compliance with the conditions of the given order and with complete documentation for the given Goods (including the documentation necessary for the identification of the Goods, the placement of the Goods into storage by AMCO, documents required in order to transfer the Goods to production – including any certificates and approvals), as well as delivery of the original, correct VAT invoice to AMCO.
- 2) The payment term shall not commence in the event the delivered Goods are incomplete or the necessary documentation, as stipulated above, is not supplied therewith or the Supplier does not provide AMCO with a correctly drawn VAT invoice.
- 3) Payment shall be made based on the VAT invoice received via bank transfer to the Supplier's bank account specified on the invoice. Payments falling on a day that is a public holiday shall be effected on the first business day following the public holiday. Public holidays include statutory holidays as stipulated by Polish law as well as Saturdays.
- 4) AMCO reserves the right to set off any of its receivables from the Supplier against any of the Supplier's receivables from AMCO, including receivables on account of delivery and sale.

V) DELIVERY

- 1) Delivery of the Goods shall be made to the warehouse of AMCO unless the order states otherwise. Therefore, in the event no place of destination is specified in the order, the Supplier shall deliver the goods to the warehouse adjoining the management office of AMCO.
- 2) The delivery of Goods shall be carried out by the Supplier according to the date and time specified in the order (if the order specifies the time). The term of completion specified in the order shall be absolutely binding and is of key importance to the completion of the order. Unless the order states otherwise, the Supplier shall execute delivery on business days between 8.00 am and 1.00 pm, but not later than till 4.00 pm. In the event of delivery after 4.00 pm. AMCO shall be under no obligation to accept the delivery and

does not guarantee that the Goods will be received on the same day. In such an event the following business day shall be deemed the date of actual delivery.

- 3) The Supplier shall be obliged to provide full documentation with the delivered goods, including in particular: 1) approvals, 2) certificates issued in line with the approved specifications of the Goods, as well as number & version (if applies) and issue date of specification the CoA refers to (unless otherwise agreed) and 3) the delivery note as well as 4) the WZ (Delivery Note) document specifying: name and quantities of the Goods broken down into batches, expiry dates for each batch, number of packs with their respective unitary weight, and also: 5) documentation of the pallets used in the delivery and 6) list of reusable packaging (if applicable); additionally, with respect to Goods of animal origin, the Supplier shall also provide 8) the Trade Identification Document. The aforementioned set of documents shall be delivered to AMCO alongside the correctly issued VAT invoice electronically (scan) not later than 2 hours prior to the actual delivery of the Goods to the following e-mail addresses: hanna.mioduszewska@amco.pl and elzbieta.suwala@amco.pl , ludmila.burchard@amco.pl . Additionally, the Supplier shall provide AMCO with other documents specified by AMCO in the course of, or prior to, the completion of the delivery, which are necessary for the identification of the Goods (in particular the current specification with full data), for the receipt of the Goods to the warehouse of AMCO and the transfer thereof to AMCO production (in particular any additional tests as required by law). The delivered Goods shall be appropriately marked, i.e. equipped with labels on the unitary packaging including the name, expiry date, batch number, storage conditions, net weight, veterinary approval number of the producer in the case of animal products, as well a clear collective label.
- 4) The Goods delivered to Amco must be properly packed and secured. Wooden and plastic pallets are accepted and they are subjects of control and evaluation before the delivery reception.
- Acceptable dimensions: 1200x800mm, 1200x1000mm or 60ox800mm (or other, if earlier agreed with the Supplier)
 - Carrying capacity: 1100kg, 650kg Or 100kg
 - Type: europallet, euro-like pallet, customized, half-palet;
 - Material: wood or plastic
 - Hygienic requirements:
 - Plastic- clean (necessary condition),
 - Wood – light colored, no bark (necessary condition),
 - technical condition- undamaged (necessary condition).
- 5) In the event that:
- a. The Goods are delivered without the documentation necessary for their identification,
 - b. The Goods are delivered without the documentation necessary for their receipt to the AMCO warehouse,
 - c. The Goods are delivered without the documentation necessary for their transfer to production by AMCO (including the necessary certificates and approvals),
 - d. The pallets don't meet the requirements described in art. V. 4,

AMCO shall be entitled, at its sole discretion, to reject the delivery of Goods or to store the Goods at the risk and expense of the Supplier – until the Supplier provides complete and appropriate documentation in line with the guidelines set forth by AMCO. In the aforementioned case AMCO shall also be entitled to send the Goods back to the Supplier at the risk and expense of the Supplier.

- 6) Unless otherwise agreed, the minimum expiry date of the Goods delivered to AMCO at the time of delivery must amount to not less than two-thirds of the declared shelf life running from the production date. In the event the delivered Goods do not meet the above condition, AMCO shall be entitled to send the Goods back to the Supplier at the risk and expense of the Supplier. In the aforementioned case the Supplier shall be obliged to immediately deliver substitute Goods which meet the above condition.
- 7) In the event the Goods are, pursuant to the conditions of the respective order, delivered by a carrier commissioned by AMCO, the receipt of the Goods by such carrier shall not be equivalent to receipt of the Goods without any reservations. In the aforementioned case the Goods shall be inspected by AMCO within 7 business days following delivery by the AMCO carrier pursuant to common business practice.

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In the event of lack of documentation specified under pt. 3 above, AMCO shall be entitled to reject the delivery of Goods or to store the Goods at the risk and expense of the Supplier – until the Supplier provides complete and appropriate documentation in line with the guidelines set forth by AMCO or to send the Goods back to the Supplier at the risk and expense of the Supplier.

VI) SPECIFIC DELIVERY CONDITIONS

- 1) The completion of each order in the specified quantities shall be confirmed by a proof of receipt of the Goods (the Supplier's Delivery Note document confirmed by AMCO) or, alternatively, the delivery note or other, equivalent shipment document provided with the date of receipt and signed with no reservations by an authorized representative of AMCO. Signing the aforementioned documents with no reservations does not preclude any subsequent claims on the part of AMCO with respect to quantity complaints in the event it is discovered that the given shipment is defective in quantity.
- 2) Confirmation of the shipment document by AMCO and the execution of payment for the delivered Goods shall not be equivalent to the acceptance of the delivered Goods with no reservations or any waiver of legal remedies for the purpose of obtaining Goods compliant with the order conditions.
- 3) AMCO shall be entitled to reject the receipt of the Goods or to return the delivered Goods in part or in whole in the event of delivery of:
 - a. Goods whose quality does not comply with the conditions agreed upon with AMCO,
 - b. Goods which do not meet the conditions stipulated in the GCP, the order or the Agreement, and also inappropriately marked or packed Goods,
 - c. Goods delivered outside the agreed timeframes,
 - d. Goods delivered against an order placed by an unauthorized person,
 - e. Goods which were not ordered,
 - f. Goods whose quantities exceed the specifications of the order,
 - g. Goods whose quantities are in excess of 10% below the specifications of the order.
- 4) In the event AMCO, pursuant to pt. 3 hereof, exercises its right to reject the delivery of Goods, AMCO shall be obliged to notify the Supplier of the time frame for the Supplier's collection of the rejected Goods, and the Supplier shall be obliged to collect the rejected Goods in the specified time. In the event the Supplier fails to collect rejected Goods in the time frame specified by AMCO, AMCO shall, at its sole discretion, be entitled to return the Goods to the Supplier or store the Goods in a location determined by AMCO, with the reservation of the provisions of pt. 5. Any delivery which is rejected by AMCO shall be deemed not delivered in whole or in part (with respect to the rejected part). As a result the Supplier will be deemed to have delivered the Goods with delay.
- 5) The collection of rejected Goods by the Supplier, the possible return of the rejected Goods by AMCO or the storage thereof pursuant to the provisions of pt. 4 above, shall be at the Supplier's risk and expense. In the event of Supplier's failure to collect rejected Goods within the time frame specified by AMCO, the Supplier shall be charged with storage costs from the date of notification of the Supplier of the need to collect the rejected Goods until the moment of collection of such Goods or the return of said Goods by AMCO.
- 6) In the event of return of rejected Goods to the Supplier, the Supplier shall be obliged to issue and immediately deliver to AMCO one corrective invoice for each product return.
- 7) The Supplier shall be obliged to notify AMCO of any changes in the specifications of the Goods delivered to AMCO with respect to Goods sold or delivered to AMCO within the last 12 months prior to the change. The Supplier shall notify AMCO of the changes at the time of their introduction. Such notification shall be in writing or by or e-mail. In the event AMCO orders Goods whose specifications were changed by the Supplier and the Supplier, contrary to the provisions hereof, failed to notify AMCO of that fact prior to the order, AMCO shall, at its sole discretion, be entitled to cancel the order, reject the receipt of the delivered Goods, or – in the event of receipt of the Goods – return such Goods at the risk and expense of the Supplier. The completion of an order for Goods whose specification was changed requires express approval by AMCO.
- 8) The Supplier undertakes to take all reasonable action in order to deliver to AMCO materials from a single batch. In the event the above is not possible the Supplier shall be obliged to notify AMCO of the number

of batches to be delivered, the quantities in each batch as well as the shelf life of the materials in each batch (it is required that the above information is also included in the WZ (Delivery Note) document).

VII) TRANSFER OF OWNERSHIP AND RISK

- 1) The right of ownership to the Goods shall be transferred to AMCO upon their delivery to the location specified in the order.
- 2) Unless the order states otherwise:
 - a. in the event of domestic delivery the Supplier shall bear all liability and risk with respect to the Goods, including liability for loss, damage or destruction, until the receipt of the Goods by AMCO with no reservations,
 - b. overseas shipments shall be subject to the DDP Dybow-Kolonia formula (Incoterms 2010).

VIII) LIABILITY

- 1) The Supplier shall be liable for damage incurred as a result of the non-performance or improper performance of its obligations, in particular hidden defects in the Goods as well as inadequate transportation, packaging, marking and loading of the Goods. The Supplier shall be liable for any and all breaches of the Agreement and the GCP on the part of the Supplier's employees, partners or subcontractors, and for their equipment and materials used in the execution of the Agreement and any damage arising in connection therewith.
- 2) Once a year AMCO shall have the right to commission an independent laboratory to test the quality of the Goods delivered by the Supplier against the Supplier's declarations within the scope of the properties and quality of the Goods. In the event the aforementioned test discovers that the quality of the Goods is not appropriate (not meeting the requirements of Goods specifications / of pre shipment sample, approved by Amco), the Supplier shall bear the costs of the analysis.
- 3) Once a year AMCO shall have the right to audit the Supplier or to commission an outside company to perform such audit. The aim of the audit shall be to control the Supplier's procedures for manufacturing, packing, storage and dispatch of the Goods intended to be delivered to AMCO from the point of view of any health hazards. In the event the aforementioned audit discovers, that the serious health hazards are present at Supplier's place, the Supplier shall bear the costs of the analysis.
- 4) In case the Supplier has not marked presence of gluten (understood also as coming from cross contamination) in the delivered to and approved by Amco specification(s) of good(s), it is understood as the Supplier's gluten free product guarantee. If, despite the lack of gluten presence declaration, the good(s) contains gluten, it results in responsibility shifting from Amco to the Supplier.
- 5) The Supplier shall be obliged to obtain any and all permissions, approvals and other documents required by law in order for the delivered Goods to be allowed into market circulation. In the event of lack of such documents, AMCO shall, at its sole discretion, be entitled to withdraw from the Agreement or stop the payment for the Goods until the required documents are provided. The right to withdraw from the Agreement may be exercised by AMCO within 60 days following the date when the delivery was to be executed in line with the conditions of the order.

IX) GUARANTEE, DEFECTS

- 1) The Supplier shall grant AMCO guarantee for the Goods delivered on each occasion. The period of the guarantee shall be agreed upon between the Parties each time. In the event the period of guarantee is not agreed upon with a given order, it shall be deemed that the Supplier's guarantee covers not less than the shelf life period for each delivered batch.
- 2) The period of guarantee shall commence on the date of receipt of the Goods with no reservations.
- 3) The Supplier guarantees that all the Goods delivered to AMCO will comply with the specifications, samples, descriptions and prior offers provided to AMCO and that the Goods will be of good quality, manufactured with the use of good materials, free from defects and possible to reproduce with the same degree of quality. Furthermore the Supplier represents that it is aware of the manner in which AMCO intends to use the delivered Goods and guarantees that all the delivered Goods will comply with the intended use by AMCO within the scope of food manufacturing being the object of the business activity of AMCO. Furthermore the Supplier guarantees that the Goods will be allowed into market circulation

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on the territory of the European Union pursuant to the approvals and standards drawn up by the relevant public authorities.

- 4) During the period of the guarantee, the Supplier shall, at the first request of AMCO, replace all defective Goods or perform changes, corrections or other services necessary for the Goods to comply with the conditions of the order at the Supplier's expense.
- 5) The exercise of the rights of AMCO pursuant to the Supplier's guarantee does not exclude the right of AMCO to take advantage of warranty rights. Any and all costs and expenses relating to the exercise of Supplier's guarantee and warranty, including, among others, shipment costs and transport fees, shall be borne by the Supplier.
- 6) In the event of quantitative or qualitative discrepancies, visible or hidden damage or defects in the Goods or the packaging, AMCO shall draw up a Protocol of Discrepancies in Delivery and send it to the Supplier along with the complaint via facsimile or e-mail immediately, but not later than within 7 days following the preparation of said protocol.
- 7) Complaints shall contain the following information:
 - a. description of the Goods,
 - b. description of defects supported by the protocol.
- 8) The Supplier shall handle the complaint received from AMCO within 14 days following the receipt of the complaint documentation. The supplier's failure to respond to the claim within the aforementioned time period shall be deemed equivalent to the acceptance of the complaint in its entirety.
- 9) In the event of acceptance of a complaint, the Supplier shall be obliged to replace the Goods with new Goods which are free from defects and deliver the latter to AMCO (alternatively, upon demand of AMCO, to undertake any other action aimed at restoring the compliance of the delivered Goods with the conditions of the order). The deadline for the completion of the aforementioned obligations shall be 2 business days in the case of domestic Suppliers and 7 business days in the case of Suppliers from outside the Republic of Poland – unless the Parties agree otherwise. The above deadlines shall commence on the expiration of the period of handling the complaints (in the event of the Supplier's failure to respond to a complaint) or the acceptance of a complaint – depending on which of the above falls first. In the event of rejection of a complaint the Supplier shall notify AMCO in writing or by e-mail and provide the reasons for such rejection.
- 10) In the event of rejection of a complaint AMCO shall be entitled to have the questioned Goods examined by an independent expert in order to verify the claim. In the event an independent expert confirms that the complaint submitted by AMCO is justified (i.e. confirms that the Goods are defective), the Supplier shall be obliged to replace the defective Goods and deliver them to AMCO without delay, and also to cover the costs of the expert's opinion.
- 11) The principles governing the handling of complaints, including the rights of AMCO relating to the complaints and specified under points 4-10 shall apply equally to guarantee and warranty claims.

X) CONTRACTUAL PENALTIES

- 1) With the reservation of the remaining provisions of the GCP, AMCO shall be entitled to charge a contractual penalty on account of:
 - a. delay in the delivery of Goods with respect to the time frames specified in the order, and confirmed by the Supplier - calculated as a percentage of the gross value of the Goods not delivered on time and amounting to 0,05% of such value for each day of delay, starting from 9.00 a.m. of the next working day after the confirmed delivery date.
 - b. delay in the delivery of Goods to be replaced pursuant to a complaint with respect to the time frames specified under Article IX, calculated as a percentage of the gross value of the Goods not replaced on time and amounting to 0,05% of such value for each day of delay, starting from 9.00 a.m. of the next working day after the confirmed delivery date.
 - c. delay in the Supplier's delivery of all the documents specified under Article V pt. 3 of the GCP (in particular the approvals and certificates conforming to the accepted specification of the Goods, containing the name, shelf life and batch number in line with the label of the delivered Goods, as well as the delivery note and the WZ document showing: name and quantities of the Goods broken

down into batches, expiry dates for each batch, number of packs with their respective unitary weight, as well as the Trade Identification Document in the case of animal products) - calculated as a percentage of the gross value of the Goods not accompanied with the necessary documents and amounting to 0,05% starting from 9.00 a.m. of the next working day after the confirmed delivery date.

- 2) The Parties hereby agree that in the event of delay in delivery in excess of 7 calendar days AMCO shall be entitled to, apart from charging a contractual penalty, cancel the given order (reject the receipt of Goods). Any and all costs arising thereupon, including the costs of shipment, customs fees and other, shall be borne by the Supplier.
- 3) The Supplier shall bear full liability for damage arising on the part of AMCO or its customers or associates, caused directly or indirectly in connection with the Goods delivered by the Supplier, in particular due to insufficient quality or defective nature of the delivered Goods. The Supplier undertakes to cover any and all costs and losses incurred by AMCO in connection with the insufficient quality or defective nature of the Goods, in particular indemnify and hold AMCO harmless against any and all costs and liability incurred in connection with third party claims.
- 4) In the event an independent laboratory discovers differences between the actual parameters of the Goods delivered by the Supplier and the parameters and properties guaranteed by the Supplier, AMCO reserves the right to charge the Supplier with a penalty amounting to 5% of the total turnover between AMCO and the Supplier in the quarter preceding the date of the aforementioned laboratory examination, and in the event the determination of the turnover reached in that quarter is not possible – in the amount of 10% of the turnover between AMCO and the Supplier within the last 12 months preceding the date of completion of the most recent order of AMCO.
- 5) The contractual penalties provided for under the GCP do not exclude the possibility of pursuing damages exceeding the amounts of such penalties by AMCO.

XI) CONFIDENTIALITY

- 1) The formula, composition and scope of application of the Products constitute intellectual property of AMCO and the Supplier is not entitled to infringe them in any way, directly or indirectly. The Supplier shall also refrain from violating the rights of AMCO to trademarks, utility models, copyrights and patents.
- 2) In the event the Supplier comes in possession of information on the formula and composition of the Products or any other information constituting business secret of AMCO in any way (either directly or indirectly), the supplier shall be obliged to keep the same secret and refrain from disclosing such information to third parties without prior express, written consent of AMCO. Business secret shall include in particular any and all information relating to AMCO or its activity which is not disclosed in publicly available registers and is not publicly known and the fact of their public awareness is not a result of infringement of confidentiality, in particular: commercial, technical and technological information including the composition and formula of the Products, as well as information related to production, organization, know-how and registers of business partners and customers.
- 3) In the event of Supplier's infringement of the provisions of this article, AMCO shall be entitled to charge a contractual penalty in the amount of two-fold value of the turnover between AMCO and the Supplier within the last 12 months preceding the date of completion of the most recent order of AMCO (including the value of said last order). Furthermore, AMCO shall be entitled to pursue damages exceeding the amount of the contractual penalty based on general principles.

XII) FORCE MAJEURE

- 1) The Parties shall not be liable for the non-performance of improper performance of the Agreement due to acts of force majeure.
- 2) According to the GCP acts of force majeure constitute external circumstances not attributable to any of the Parties, which prevent the performance of contractual obligations, are impossible to foresee and prevent and occur following the conclusion of the Agreement. In particular acts of force majeure shall include: war, natural disasters, nationwide industrial action or strikes involving entire branches of industry (with the exclusion of industrial action limited to the premises of the Supplier or its

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subcontractors), etc. Difficulties in obtaining raw materials and auxiliary resources shall not be deemed acts of force majeure.

- 3) In the event of occurrence of an act of force majeure, the Parties shall cooperate in good faith in order to agree on the proper course of action, in particular to renegotiate or terminate the Agreement.

XIII) TERMINATION

- 1) In the event one of the Parties fails to complete its obligations under the Agreement, the other Party shall be entitled to send a notification of infringement of the conditions of the Agreement. In the aforementioned case the Parties shall, within 14 days following dispatch of such notification, agree on the further course of action. In the event no agreement is reached for reasons attributable to one of the Parties or in the event the agreed plan is not completed within the specified time frame, the other Party shall be entitled to terminate the Agreement without prejudice to its right to pursue damages or charge penalties upon infringement of the conditions of the Agreement.
- 2) Additionally, AMCO shall be entitled to terminate the Agreement with immediate effect (without the need to apply the procedure specified in pt. 1 above) in the event of:
 - a. submitting a motion for the declaration of bankruptcy against the Supplier,
 - b. changes in the capital or ownership structure of the Supplier,
 - c. the Supplier's insolvency,
 - d. gross infringement of the conditions of the Agreement or the GCP on the part of the Supplier.
- 3) In the event the Supplier is not able to meet its obligations under the Agreement or the GCP, AMCO shall be entitled to indicate a third party to fulfill the Supplier's obligations at the Supplier's risk and expense, also in the event such cost exceeds the amount specified in the Agreement, without prejudice to the rights of AMCO to pursue contractual penalties provided for under Article X of the GCP.

XIV) MISCELLANEOUS

- 1) The Parties hereby agree that the place of performance of all the obligations arising from the Agreement (in particular obligations related to the completion of orders) shall be the registered office of AMCO.
- 2) Any and all changes to the GCP and the Agreement require written form under the pain of being null and void.
- 3) AMCO shall be entitled to amend the GCP unilaterally in which case the previous provisions of the GCP shall remain binding upon the Parties with respect to the orders already placed by AMCO, i.e. orders placed by AMCO prior to the entry into force of the new GCP. In the event of changes to the GCP the Supplier shall be bound by the new GCP upon receipt of the amended GCP or at the time the amended GCP is made readily accessible to the Supplier (e.g. via the AMCO website at: www.amco.pl).
- 4) In the event of discrepancies between the provisions of the GCP and the provisions of the Agreement – the provisions of the Agreement shall prevail.
- 5) The Parties mutually decide to exclude the application of the New York Convention on the Limitation Period in International Sale of Goods of 14 June 1974.
- 6) The GCP, the completion of the orders and the execution of the Agreement shall be governed by the laws of the Republic of Poland. Any and all disputes arising from the interpretation of the GCP, the orders or the content of the Agreement shall be resolved pursuant to the Polish law.
- 7) The Supplier shall not be entitled to assign its rights or obligations towards AMCO in relation to the Parties' mutual cooperation, including the completed orders, to any third parties without the prior written consent of AMCO.
- 8) In the event any of the provisions of the GCP are deemed invalid or unenforceable for any reason, the other provisions of the GCP shall remain valid and enforceable.
- 9) Any disputes arising from the execution of the GCP or the Agreement shall be resolved before a court in the jurisdiction of AMCO.



XV) NOTICE REGARDING GENERAL DATA PROTECTION REGULATION

As of 25 May 2018 the Regulation (EU) 2016/679 of the European Parliament and 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) enters into force. Having regard to the above and in order to comply with the information requirement with regard to the Contracting Parties and their employees and co-workers, we shall provide you with the information concerning the processing of personal data by AMCO Sp. z o.o.. These principles shall apply to AMCO's contracting parties being individuals conducting economic activity as well as representatives, employees and natural persons assigned by the Contracting Parties to maintain contact and cooperate with AMCO, regardless of a legal form of their activity or nature of cooperation. Please review the information below and provide it to all those whose personal data may be disclosed to our Company on the grounds of cooperation with AMCO, (in particular drivers and co-workers in the day-to-day AMCO's operation). Moreover, please be informed that the rules of personal data processing may be found at all times within the Privacy Policy at our web page: www.amco.pl.

CONTENT OF THE INFORMATION REQUIREMENT ACCORDING TO ARTICLE 13 OF GENERAL DATA PROTECTION REGULATION

- 1) Controller of your personal data is AMCO Sp. z o.o. with registered office in Radzymin (05-250) ul. Kasztanowa 88, Dybów Kolonia (hereinafter: "Controller").
- 2) Your personal data, (and in particular personal data of representatives, employees, contact persons, other co-workers) will be processed:
 - a) in order to perform the agreement with the Controller – legal basis shall be personal data processing necessary for the performance of a contract (Article 6.1(b) of the General Data Protection Regulation no. 2016/679 (Regulation 2016/679),
 - b) in order to perform the Controller's public law obligation resulting mainly from tax and accounting provisions – legal basis shall be compliance with a legal obligation to which the controller is subject (Article 6.1.(c) of Regulation 2016/679,
 - c) in order to determine and/or pursue claims (if any) or for the Controller to defend against such claims – legal basis for data processing is the Controller's legitimate interest (Article 6.1.(f) of Regulation 2016/679).
- 3) Personal data will be transferred by the Controller to entities providing services in favor of the Controller, such as: suppliers, accounting and tax services, banks, providers of IT systems and IT services, post operators and couriers, entities providing legal services.
- 4) Personal data will be processed until the agreement expires. The term of processing may be extended each time by the period of limitation, if the processing of personal data is necessary to determine or pursue claims (if any) and for the Controller to defend against such claims. Following this period the data will be processed only to such an extent and for such a time as required under the provisions of law (e.g. tax and accounting provisions).
- 5) You are entitled to: have access to the content of your data and demand their rectification, erasure, restriction of processing as well as data portability.
- 6) You are entitled to object to processing based on a legitimate interest of the Controller for the reasons connected with the your particular situation.
- 7) You are also entitled to lodge a complaint to a supervisory authority responsible for the protection of personal data whenever you believe that the processing of your personal data infringes the provisions of Regulation 2016/679.
- 8) Provision of personal data is required by the Controller in order to conclude the agreement and conduct day to day co-operation. Failure to provide such data shall make it impossible to conclude the agreement.

Dybów-Kolonia, (date): Jun 11, 2018

Andrzej Wójcicki

Prezes Zarządu

President of the Amco Board

Robert Kisielewski

Członek Zarządu

Vice-President of the Amco Board