

EXPORT SALES CONTRACT ON GENERAL TERMS



Concluded onbetween:

1. Company JP Unico Sp. z o. o., ul. Majakowskiego 37/5, 41-300 Dąbrowa Górnicza

Inc.Reg.No: 388159122; VAT Id.No : 5771992545

officially represented by Piotr Łukaszek, Justyna Czernecka, as Seller, hereinafter: **Seller**

and

2. Company _____
(company name and address)

Inc. Reg. No.: _____; VAT Id.No. : _____

officially represented by : _____ as Buyer, hereinafter: **Buyer**

Subject of the Contract

Sales of the raw meats (cuts) and meat products provided by the Seller: the Seller should get the ordered goods ready for due time and the Buyer shall take over and pay the goods according to the sales orders confirmed by the Seller.

Delivery schedules, sales orders

The raw meats (cuts) and meat products might be supplied/delivered according to the sales agreements/orders. In such sales agreements/orders the following terms shall be laid down:

- Description and quantity of the ordered goods;
- Specification of the ordered goods regarding quality, packaging etc... ;
- Price of the goods with the related terms (according to INCOTERMS) and the terms of payment if it will differ from the terms being stipulated in this Contract;
- Due date of delivery/loading and/or the delivery schedule;

Any sales agreement/order will become valid only after the written confirmation and signature of the Seller. Upon delivery the Seller will have the right to a deviation of +/-5 % from the confirmed quantity.

Place and manner of performance

The quantity and quality take over of the goods shall happen on the site of the Seller, unless otherwise agreed in written by both parties. The goods might be taken over by the representative of the Buyer or by the transporter on behalf of the Buyer.

The Seller will provide the needed shipping documents: packing list, Trade Document, CMR veterinary certificate, invoice etc.

The take over of the goods should be confirmed on the CMR document with the Buyer's signature and seal.

Quality of the goods, quality claims

The goods supplied by the Seller should meet the quality requirements specified in the confirmed sales orders/agreements signed by both parties. Upon placing a sales order the Buyer shall inform in written the Seller about any special health or food related regulations/laws being in force in the country of destination.

In case of any fresh/chilled product related quality claim the Buyer shall notify the Seller in written within 24 hours from the time of receipt. After that within 24 hours the Seller should make a written statement if the claim will be accepted, or a representative of the Seller will inspect the claimed goods on the place of the receipt/storing.

In case of any frozen product related quality claim the Buyer shall notify in written the Seller latest within 14 days from the date of receipt. After that within 7 days the Seller shall give a written statement if the claim will be accepted, or a representative of the Seller will inspect the claimed goods on the place of the receipt/storing.

In both cases the settlement of any claim will be possible only according to the relevant written agreement signed by both parties.

Price and terms of payment

Prices of the ordered goods will be valid only after they will be confirmed in written by the Seller.

Terms of payment: bank transfer before date of loading to the bank account given on the (proforma) invoice issued by the Seller.

Validity/termination of this Contract

This contract will come into force upon signing by both parties for an indefinite time. This Contract might be terminated in case of mutual agreement, or in case of breach of the Contract by the other party, or on the deadline set up in the dunning letter send for the other party because of breach of any of the contractual terms.

Both parties will do their utmost to settle amicably any dispute emerging between them. If this will fail the legal disputes will be governed exclusively at the Court being competent in the location of the Seller.

Seller

(signature, seal)

Buyer

(signature, seal)