

CONTRACT No. #

On ____ . ____ . ____ in Warsaw by and between:

SF TRADE LTD with registered office in Warsaw, al. Jana Pawła II 43A/37B, 01-001 Warsaw, Poland, registered in the Register of Entrepreneurs of the National Court Register kept by the capital city of Warsaw in Warsaw, XIII Economic Division under number

KRS: 0001044454,

NIP: 5273063769,

REGON: 525696015,

VAT EU: PL5273063769,

hereinafter referred to as the "**Seller**",

which is represented by:

Mr. _____ - Member of the Management Board,

and

with registered office in _____,

National Court Registry: _____,

Tax Number: _____,

National Official Business Register: _____,

VAT EU (European Union VAT ID): _____,

hereinafter referred to as the "**Buyer**", which is represented by:

1. Subject of Contract

- 1.1. The Seller undertakes to deliver products (hereinafter referred to as the Goods) under the Buyer's private label and/or Seller's Trade Mark, the Buyer undertakes to accept and pay for the Goods, subject to the terms of the present Contract.
- 1.2. The description and quantity of each consignment of the Goods shall be negotiated by the Parties in appropriate Order and shall be integral part of the Contract.
- 1.3. For the purpose of this Contract, a private label (hereinafter referred to as the Private Label) Buyer or Seller shall be understood as any intellectual property rightfully owned by the Buyer or Seller and used by the Seller to manufacture and deliver the Goods.
- 1.4. The Seller guarantees that all rights to any intellectual property related to the delivery of the Goods under this Contract do not violate the interests of third parties.

2. Price of Goods and Total Value of Contract

- 2.1. The unit price for the Goods shall be set in USD or in EUR.
- 2.2. The unit price of the Goods, the total value of each consignment of the Goods shall be negotiated by the Parties in an appropriate Order before shipping.
- 2.3. The price of private label, packing and tare of Goods shall be included to the agreed price for Goods and shall be stated in Order.

3. Origin of Goods

- 3.1. The country of origin of the Goods shall be stated in Order

4. Quality, Packaging, and Labeling of Goods

- 4.1. Quality of the Goods shall be in compliance with the requirements and shall be evidenced through an appropriate Certificate of Quality issued by the manufacturing plant.
- 4.2. The Goods shall be properly packaged, sealed, and labeled, so as to ensure their proper identification and safety during transportation, handling, and/or storage.
- 4.3. The weight and type of packaging of the Goods sold under this Contract shall be stated in respective Order.
- 4.4. The remaining shelf life of the Goods as of the shipping date shall be no less than 20% of the nominal shelf life.

5. Terms of Delivery

- 5.1. Deliveries of the Goods under this Contract shall be made on the basis of such terms of delivery as shall be stipulated in each individual Order thereto, following the Incoterms (2020).
- 5.2. The delivery of each individual consignment of the Goods shall be performed by the Buyer's request. The Buyer send request to the Seller in written form, on official letterhead of the Buyer with the instructions as for description, quantity, packing, terms of delivery and Consignee. Basis on the Buyer's request the Seller prepares and send to the Buyer draft of the Order. Order shall be deemed to be confirmed after signing by Parties. Filling out a purchase order on the Seller's website is a confirmed purchase order.
- 5.3. The consignee for each individual consignment of the Goods shall be named by the Parties before shipping in the respective Order.
- 5.4. The Consignee must be agreed by the Parties not later than 5 (five) calendar days before providing of transport for loading. In case of not providing of full address of the Consignee by the Buyer in abovementioned term the Seller shall bear no responsibility for any delay in processing of the consignment of Goods.
- 5.5. The following documents shall be provided for each consignment of the Goods:
 - Seller's invoice;
 - Seller's packing list;
 - Waybill;
 - Certificate of Quality issued by the manufacturer (copy);Electronic versions of documents are acceptable.
- 5.6. Buyer shall undertake to provide the Seller with all necessary instructions concerning execution of the paperwork mentioned in Clause 5.5 hereof within 5 (five) days before the Goods are shipped.
- 5.7. As soon as possible, but no later than 24 (twenty-four) hours after shipment of each batch of Goods, the Seller notifies the Buyer and provides the Buyer with an electronic message sent to the address, copies of the documents provided for in paragraph 5.5 of this Contract.

6. Acceptance of Goods

- 6.1. The Goods shall be accepted by the Buyer:
 - in terms of quantity - basing on the data stated in the waybill (net weight), whereas the weight shall be determined by the Seller using cargo scales installed at the container loading dock;
 - in terms of quality - basing on the Certificate of Quality issued by the manufacturer.
- 6.2. Should it be discovered by the Buyer within no more than 5 (five) calendar days from the time of receipt of the Goods that any portion thereof does not match the quality or quantity requirements set forth by this Contract and Specification, the latter shall suspend the acceptance of the Goods and immediately notify the Seller by means of an electronic message to the e-mail address. The notice ("claim") that issued according to the Seller's form shall include the name of the Goods, the date and number of the CMR, primary defects of the Goods, and the quantity of such Goods. A photo/video record of breaking the seal and opening the

container shall be attached to the notice. Such a notice sent by the Buyer by e-mail shall be considered by the Seller within ten business days from the day of its receipt.

- 6.3. Should acceptance of the Goods be made by the Buyer in breach of the conditions and deadlines set forth in Clauses 6.2 hereof, the Seller shall have the right to reject any claims and refuse reimbursement of any damages incurred by the Buyer.

7. Terms of Payment

- 7.1. Payment for each consignment of the Goods shall be made by the Buyer basing on the value of the Goods, subject to the method and the terms of payment stipulated in any Order thereto that were negotiated and signed by the Parties.
- 7.2. The Buyer's obligation to pay for the Goods shall be considered completely fulfilled upon receipt by the Seller of the amount indicated in the invoice at the bank account specified by the Seller herein.
- 7.3. All bank payments and/or expenses arising on the Buyer's side are paid by the Buyer. All bank payments and/or expenses arising on the Seller's side are paid by the Seller.
- 7.4. Parties agreed that third party may act as the Payer under this Contract that shall be stated in appropriate Additional Agreement.

8. Rights and Obligations of Parties

- 8.1. The Seller shall undertake to:
 - 8.1.1. Comply with the terms of the Contract.
 - 8.1.2. Abstain from disclosure of any confidential information received from the Buyer in the course of fulfillment of this Contract.
- 8.2. Seller shall have the right to:
 - 8.2.1. Monitor fulfillment of the terms and provisions hereof through own effort.
 - 8.2.2. Terminate this Contract by way of the termination procedure set forth herein.
- 8.3. The Buyer shall undertake to:
 - 8.3.1. Comply with the terms of this Contract.
 - 8.3.2. Abstain from disclosure of any confidential information received from the Seller in the course of fulfillment of this Contract.
- 8.4. Buyer shall have the right to:
 - 8.4.1. Terminate this Contract by way of the termination procedure set forth in this Contract.

9. Liability of Parties

- 9.1. Should the Buyer violate the terms of payment stipulated in the Order to this Contract, the Seller shall have the right not to release the unpaid Goods to the Buyer, without further notice to the Buyer to this effect. Provided that, any advanced payment previously made by the Buyer shall be forfeit and kept by the Seller as damages to cover the costs of costs associated with the Goods.
- 9.2. Should the Buyer fail to provide payment for the Goods within the time period stipulated in the Order to this Contract, the Buyer shall be liable for a penalty, payable in favor of the Seller in the amount of 0.5% (zero point five percent) of the value of the unpaid Goods per each day of payment delay. The Seller shall send a written penalty claim to the Buyer. The Buyer shall pay the penalty within 10 (ten) calendar days upon receipt of such penalty claim.
- 9.3. Should the Seller appeal to the Court on the grounds of the Buyer's failure to provide payment for the Goods within the time period stipulated in the Order to this Contract, the Buyer shall indemnify the Seller for all costs incurred in association with litigation (hereinafter, the legal costs). Whereby, the Seller shall approach the Buyer with a claim for payment of such legal costs. The Buyer shall provide payment of the legal costs within 10 (ten) calendar days upon receipt of the claim.
- 9.4. Each of the Parties shall be liable for damages, payable in favor of the other Party, if such damages resulted from failure to perform, either partially or wholly, or in a timely manner, own obligations under this Contract.

10. Arbitration

- 10.1. All disputes or differences arising from the fulfillment of this Contract shall be settled through negotiations between the Parties.
- 10.2. The Parties may settle differences in their relations under this Contract by way of sending claims to each other. The Parties acknowledge that all and any claims under this Contract shall be considered within ten calendar days upon their receipt by electronic mail. Should a claim be recognized, the Party in receipt of the claim shall satisfy the legitimate demands of the other Party within 10 days.
- 10.3. If the Parties cannot reach an agreement, the dispute is considered in court in accordance with current legislation.

11. Force Majeure

- 11.1. The Parties shall be relieved of liability for failure to perform, either wholly or partially, any of their respective obligations under this Contract, if such failure is caused by force majeure circumstances, arising in the course of this Contract, such as flood, fire, earthquake, and other natural disasters, as well as war and hostilities in the area of the Contract, strikes, government resolutions in any country that render fulfillment of this Contract impossible.
- 11.2. The Party whose obligations under this Contract cannot be further performed due to the force majeure circumstances shall notify the other Party in writing about that fact within no more than 14 (fourteen) days from the date of onset of such circumstances, stating, if at all possible, their estimated duration. The existence of the force majeure circumstances alleged by the Party shall be confirmed by an official statement issued by the Chamber of Trade & Commerce or other authorized body in the country. Failure to provide the aforesaid notice and the confirmation statement by the Party whose obligations are prevented from being performed by the force majeure circumstances shall waive this Party's right to appeal to such circumstances as a legitimate cause for this Party's failure to perform their respective obligations under this Contract.
- 11.3. Should fulfillment of this Contract be forestalled, either fully or partially, due to any force majeure circumstances for more than 3 (three) months, each of the Parties shall have the right to terminate this Contract and be relieved of liability for such termination, provided that the Party initiating such termination notifies the other Party in at least 15 (fifteen) calendar days before the termination date.

12. Validity of Contract

- 12.1. This Contract shall come into force from the moment of its signing by the both Parties and shall stay valid until _____. If none of the Parties approaches the other Party with a written request for termination of this Contract 20 days before it expires, this Contract shall be prolonged for another year.
- 12.2. Expiration of this Contract shall not relieve the Parties from performing their respective obligations that still remain to be performed as well as from liability for any breach thereof that might have taken place within the period of validity of this Contract.
- 12.3. This Contract is executed in duplicate in both the Polish and English languages, with both copies having the same legal validity, one copy for each of the Parties.
- 12.4. This Contract may be terminated prematurely:
 - if and as agreed by the Parties;
 - in cases detailed in Clause 11.3 of this Contract;
 - the Buyer has declared insolvency;
 - by each of the Parties by way of a written notification of the other Party at least 20 (twenty) days prior to such termination;
 - in other cases, as may be stipulated by the terms and provisions of this Contract.

13. Final Provisions

- 13.1. This Contract shall be governed by, and construed in accordance with, the current Poland law.

- 13.2. Obligations under this Contract may not be reassigned to a third party without prior written consent of the both Parties.
- 13.3. Any amendments of, and addenda to this Contract shall be valid only if they are executed in writing and signed by authorized representatives of the both Parties.
- 13.4. Facsimile and electronic copies of this Contract as well as Annexes and Addenda thereto shall have legal effect, provided that the said documents bear signatures of the authorized representatives and impressions of common seals of the Parties. Copies of the said documents shall have legal effect until the original documents are received by the both Parties.
- 13.5. All notices, approvals, and authorizations as well as other messages exchanged by the Parties in the course of fulfillment of their obligations under this Contract may be transmitted by one Party to the other Party by means of electronic mail.

Addresses and Bank Details of Parties

Seller

SF TRADE Sp. z o.o.
Aleja Jana Pawła II 43A/37B, 01-001, Warsaw, Poland
 NIP: 5273063769
 REGON: 525696015
 KRS: 0001044454
 VAT UE: PL5273063769
 EORI: PL527306376900000

ING Bank Śląski S.A.
 ul. Sokolska 34, 40-086, Katowice, Poland
 SWIFT: INGBPLPW
 IBAN (PLN): PL 21 1050 1012 1000 0090 8254 2458
 IBAN (USD): PL 53 1050 1012 1000 0090 8258 0391
 IBAN (EUR): PL 75 1050 1012 1000 0090 8258 0383

Buyer

Seller

Buyer

Signature	Signature
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