

GENERAL TERMS AND CONDITIONS OF COOPERATION

DEFINITIONS AND INTERPRETATIONS

The definitions and interpretations contained in these Terms and Conditions of Cooperation are as follows:

"Contract" means the contract concluded by and between the Buyer and ZOJO that these General Terms and Conditions of Cooperation are an integral part of,

These General Terms and Conditions of Cooperation regulate all offers made by ZOJO and all orders placed by the Buyer concerning ZOJO Products; this applies to current orders as well as possible future orders,

ZOJO reserves the right to introduce additional arrangements for individual orders; such additional individual arrangements shall form an integral part of these General Terms and Conditions of Cooperation,

Buyer means the legal or natural person ordering ZOJO Products in accordance with these General Terms and Conditions of Cooperation,

ZOJO means ZOJO. The Gorgeousness Company Sp. z o.o. with its registered office in Warsaw (01-120) at ul. Złota 59, entered into the Business Register kept by the District Court for the capital city of Warsaw in Warsaw, 12th Commercial Department of the National Court Register under KRS number of 0000633933, VAT No. (NIP): 5252673741, REGON: 365250487, with share capital in the amount of PLN 5,000.00, represented by: Marta Ravensdale - President of the Management Board, hereinafter referred to in the Terms and Conditions of Cooperation as the "Seller",

PREAMBLE:

A. The Seller is an entity operating on the sports accessories and food market and introduces sports accessories and equipment and foodstuffs to the Polish market, including dietary supplements within the meaning of the Act of 25 August 2006 on Food and Nutrition Safety (i.e. Journal of Laws 2017, item 149, hereafter: "AFNS").

B. The Buyer conducts business activity consisting in selling, through stationary and online stores, a wide range of products, including products included in the current commercial offer of the Seller.

C. The Buyer is interested in purchasing Products from the Seller, included in the Seller's offer, and their sales and promotion through a stationary shop/shops, as well as through an online store/stores, and the Seller is interested in selling of Products to the Buyer as per the rules specified in these Terms and Conditions of Cooperation.

§1

Terms and Conditions of Cooperation

1. These General Terms and Conditions of Cooperation govern the rights and duties of the Parties in connection with sale of Products by the Seller to the Buyer, and payment of the price of Products by the Buyer, as well as performance of other duties of the Parties specified in these Terms and Conditions of Cooperation.

2. For the purpose of performing this Contract, Seller shall establish the Buyer as its non-exclusive distributor of Products within the territory of the European Union and shall grant the Buyer a non-exclusive right to continue resale of Products within the territory of the European Union.

3. The purchase of Products by the Buyer is effected at the Buyer's own risk and liability, in accordance with these Terms and Conditions of Cooperation and in accordance with applicable law. The Buyer shall sell Products in its own name and on its own behalf.

§2

Duties and Representations of the Parties

1. The Seller declares that the Products are marketed on the territory of the Republic of Poland in accordance with applicable Polish laws, are free from any defects, comply with national standards, are in original factory packaging and meet safety standards provided for by applicable Polish laws.

2. Under terms and to the extent specified by the Terms and Conditions of Cooperation, the Seller commits to:

- fulfil Buyer's orders placed in accordance with §3;
- grant to the Buyer the permission to use trademarks that the Products purchased by the Buyer are marked with to the extent necessary to conduct the sales thereof by the Buyer;
- grant to the Buyer the permission to use the trademarks to designate sales outlets and website, to the extent and in the form each time approved in advance by the Seller.

3. The Buyer represents that it holds all required permits and approvals to conduct business including sales of Products, and undertakes to obtain, at its own expense, other permits and approvals, should such be required in the future in the market it operates in, and that it has sufficient experience, adequate resources, infrastructure and suitably qualified personnel necessary for the purpose of the sales of Products and promotion thereof under the Terms and Conditions of Cooperation.

4. The Buyer undertakes to:

- perform the Contract in a manner consistent with applicable laws and in a professional manner with the highest professional diligence;
- place orders for Products of the Seller as per the rules described in §3;
- store and transport the Products in a manner consistent with applicable law, with consideration for the additional written or oral instructions from the Seller, should such instructions be given to the Buyer;
- use the trademark rights granted under the Contract as per the Contract, and refrain from infringing the Seller's intellectual property rights, including the rights to sell the Products exclusively under the trademarks they bear, and not to introduce any changes to the packaging of the Products, advertising materials and leaflets provided by the Seller, or any instructions, if any, attached to Products;

- immediately notify the Seller of any infringement of its trademarks, know-how or other proprietary rights by a third party, and provide any assistance that may be necessary for the Seller to take action to protect those rights;
- immediately follow the instructions of the Seller to withdraw Products indicated by the Seller from the market if necessary;
- immediately, not later than within 3 business days, notify the Seller of becoming aware of quality defects of Products, including those reported as a result of complaints submitted to the Buyer.
- Use the Seller's recommended retail price (RRP) for the Products in the stationary shop and online store in accordance with the current ZOJO pricelists.

§3 Orders

- The Buyer undertakes to place orders for Products in writing:
 - to the following address: store@zojoelixirs.com with a copy to: marta.ravensdale@zojoelixirs.com
- A specimen of the order is included in **Appendix No. 1** to these Terms and Conditions of Cooperation.
- All offers made by the Seller are non-binding and ZOJO reserves the right to amend these, in particular, if it is necessary due to a change in the applicable regulations. ZOJO shall deliver products to the Seller at prices that are the current pricelist prices at the time the order is shipped.
- The Seller is obliged to accept or reject an order in writing, by email, or telephone within 3 working days from the day following the date of receipt of the order.
- Should the order be accepted, the Seller is obliged to fulfil the order within 5 business days of acceptance and notify the Buyer of possibility to pick up the Products or deliver them in accordance with the rules specified in clause 7 below subject to receiving payment for the order in accordance with §4 clause 2.
- The Seller undertakes to carry out the order in accordance with its content. If the Seller is unable to carry out the order placed by the Buyer within the time limit mentioned above, it shall inform the Buyer accordingly immediately upon receipt of the order. Should the Buyer fail to immediately object to a new proposal of order fulfilment within the time limit specified by the Seller, the order shall be fulfilled in the quantities and within the time limit specified in the order confirmation provided by the Seller.
- The Seller enables the Buyer to collect the ordered Products in the Seller's warehouse located in **Warsaw at Al. Wilanowska 7/19**, from 11.00 a.m. until 04.00 p.m., after 3 working days from acceptance of the order in accordance with clause 3 above. The Buyer is obliged to collect the ordered Products within 5 working days from receiving information from the Seller about readiness for order collection. After this date, the order is cancelled.
- Upon written request of the Buyer, the Seller may send the Products to the address indicated in the order, at the expense and risk of the Buyer. In this case, the Seller shall send the Products by courier service to the address indicated by the Buyer. The cost of such courier service shall be born by the Buyer and it will be added to the invoice.
- The Products may only be accepted by a person holding a written authorization from the Buyer. On receipt, the persons authorised by both Parties shall sign the certificate of receipt of Products, in two copies, one for each of the Parties. The certificate shall include at least the name of Products, indication of Products quantity, and the date and time of receipt. If Products were shipped by courier as per with clause 8 above, the invoice issued by the Seller to the Buyer listing the purchased goods shall constitute the confirmation of the receipt of the products.
- Burdens associated with the Products and the risk of accidental loss or damage thereof are transferred onto the Buyer upon receipt of Products from warehouse or dispatch of Products to the Buyer by the Seller.
- Ownership of purchased Products is transferred onto the Buyer subject to and upon payment of any outstanding amounts in connection with the order in question.
- Complaints of the Buyer shall not be considered if they are not notified in writing within 3 days from the date of receipt/delivery of Products, and in the case of latent defects, within 3 days from the date of discovery thereof. Each report of a complaint of Products should document the reasons, including documentation of defects of Products.
- Should the Seller deem the complaint to be justified, the Seller, in the case of a complaint regarding the quantity of Products delivered, shall supplement the delivery with the missing quantity of Products, and if a defect in the Product is reported, shall replace the Products affected by the defect with a defect-free product.
- Should ZOJO be unable to fulfil the order, or unable to fulfil the order in full due to *force majeure*, ZOJO shall not be responsible for the resulting damage.

§4 REMUNERATION

- The Buyer agrees to pay the Seller the price of Products agreed in accordance with the Seller's pricelist of Products in force on the date of placing the order. The prices of Products specified in the pricelist are net prices and shall be increased by the applicable VAT.
- Unless otherwise agreed, payment shall be made by bank transfer in full prior to dispatching the order.
- Payment of the price by the Buyer shall be made on the basis of a VAT invoice within 7 days from the date of receipt of the invoice, by transfer to the bank account of the Seller specified in the VAT invoice. The date on which the Seller's bank account is

credited shall be deemed the date of payment. In the case of a delay in payment, the Seller shall be entitled to statutory interest for the period of the delay.

4. Failure to pay on time shall result in the Seller charging statutory interest for late payment.
5. Should the Seller fail to pay the invoice and initiate debt collection proceedings, the Buyer shall indemnify the Seller for all costs incurred in connection with such collection proceedings.
6. The Seller is entitled to change prices of Products or withdraw individual Products of which it must notify the Buyer within 14 days prior to introducing the change. The Seller may add a new Product to Appendix No. 1 at any time. The change shall apply to orders placed following the date the change comes into force. Where the placing of any Product on the market is suspended or a Product is withdrawn from the market for safety reasons or pursuant to the relevant legislation or final decisions of competent administrative authorities, the change shall enter into force on the date of occurrence of one of the abovementioned events. In such event, the Seller shall immediately notify the Buyer of the aforementioned change.

**§5
Term**

These General Terms and Conditions of Cooperation govern all orders placed by the Buyer and carried out by the Seller.

**§6
Guarantees and Liability**

1. ZOJO provides products that comply with their specifications.
2. Neither ZOJO nor any third party involved in the process of determining the Terms and Conditions of Cooperation, details of orders or deliveries, mutual agreements or settlements, shall be liable for any damages suffered by the Buyer or any other party involved in the performance of the subject of the contract regardless of the cause of such damages.
3. Notwithstanding the above provisions, ZOJO shall not be liable for:
 - Damage claimed due to late delivery or non-delivery;
 - Damage claimed in connection with any advertising material or statements contained therein;
 - Damage caused by *force majeure*;
 - Other damage caused by business activities;
 - Damage caused by non-deliberate harmful action by employees of ZOJO or the Buyer.
4. If, despite the above reservations, it occurs that ZOJO shall be liable for any resulting damage, ZOJO accepts such liability provided that such damage is covered by insurance and only up to the insurance amount.
5. In the event that, for any reason, the insurer fails to pay compensation for such damage, the liability of the Seller shall be limited to the amount of the invoice relating to the subject matter of the damage.
6. The Buyer shall indemnify and hold the Seller harmless from any damages arising out of the Buyer's liability to any third party.
7. The above exemptions from liability shall not cover cases of deliberate action to the detriment or lack of due diligence on the part of ZOJO.

**§7
Confidentiality**

1. The Buyer and the Seller undertake to keep confidential all and any information concerning the Seller's and Buyer's companies, in particular prices, payment dates, turnover, course of negotiations, trade policy, including both information provided to them for the purpose of processing the order and information that they have otherwise obtained in the course of in cooperation. This obligation does not apply to disclosure of information to employees or collaborators of the Buyer or the Seller for the purpose of fulfilling orders under these General Terms and Conditions of Cooperation. The Parties undertake to use the information obtained for fulfilment of orders only.
2. The Parties shall take appropriate measures to protect documentation containing information referred to in clause 1 above. The confidentiality obligation is not limited in time and continues following the end of the cooperation.

**§8
Final Provisions**

1. The Parties jointly agree that there is no conflict of interest between them.
2. ZOJO has the right to introduce amendments or additional provisions to these Terms and Conditions of Cooperation.
3. In the event that any provision of these Terms and Conditions of Cooperation is found to be invalid, the remaining provisions shall remain in force to the extent permitted by law, and the invalid provisions shall be amended and supplemented in accordance with the purpose of these Terms and Conditions of Cooperation.
4. Neither these General Terms and Conditions of Cooperation nor any contracts concluded by and between the Parties shall establish a representation or agency relationship between the Parties, nor shall any of the Parties be entitled to accept obligations and acquire rights on behalf of the other Party.
5. Except as described in §2 clause 2 letters b and c of the Terms and Conditions of Cooperation, the Buyer shall not be entitled to use the trademarks or any other intellectual property rights of the Seller for promotional or advertising purposes, including, but not limited to, correspondence, promotional materials or websites, without obtaining prior written or e-mail authorisation from the Seller.
6. These General Terms and Conditions of Cooperation, all laws, duties, submitted offers and orders are governed by and interpreted in accordance with Polish law, in

particular, provisions of AFNS. In matters not regulated in the Terms and Conditions of Cooperation, provisions of the Civil Code shall apply.

7. Any disputes arising in connection with the performance of the Contract under these Terms and Conditions of Cooperation shall be submitted to common courts of Poland. The court having jurisdiction over the Seller's registered office shall be the competent court.
8. The Terms and Conditions of Cooperation have been drawn up in Polish and English. In case of any discrepancies Polish language version shall prevail.

Appendix No. 1 - Specimen of Order for Products

**APPENDIX No. 1
SPECIMEN ORDER**

Store name

Date of placement

Contact person:

Contact person email address:

Contact person telephone no:

ORDER No.

I hereby order the following Products:

No.	Name of the product	SKU	Quantity	Unit price	Total price	Acknowledgement of receipt / comments
TOTAL PLN						

Fulfilment date:

Method of fulfilment (personal pickup from the warehouse/delivery by courier):

Delivery acceptance date:

BUYER
