

GENERAL TERMS AND CONDITIONS OF PURCHASE

Bidfood Czech Republic s.r.o.

Effective as of 1 September 2024

I. Introduction

1. These general terms and conditions of purchase (the “**Terms**”) apply to all purchase contracts entered into by Bidfood Czech Republic s.r.o. (hereinafter referred to as “**Bidfood**”) as a purchaser. The Terms apply to all contracts, which are entered into on or after the date of the Terms unless otherwise expressly agreed by Bidfood.
2. The “**Seller**” is defined as a party to which an individual purchase order is issued by Bidfood. If an intermediary or broker is involved in the purchase, then the intermediary or broker shall also be deemed a “**Seller**” and shall be bound by the Terms.
3. Any terms and conditions proposed by the Seller are only applicable if they have been expressly agreed to in writing by Bidfood.

II. Purchase contract and delivery terms

1. Individual deliveries of goods shall be made based on individual orders. An individual order may be made by e-mail, fax, or by other means of electronic data interchange (EDI). All delivery clauses shall be interpreted in accordance with the latest version of INCOTERMS published by the International Chamber of Commerce in Paris, France, at the time of the entering into purchase contract.
2. A purchase contract is also deemed to be concluded between the Seller and Bidfood them if an order issued by Bidfood and such order is confirmed (accepted) by the Seller.
3. The date of delivery is stated in each purchase contract.
4. It is the Seller’s sole responsibility to ensure that delivery can take place in accordance with local rules applicable in the jurisdiction where delivery is set to take place, including permits, licenses, and taxation rules. The Seller ensures that all necessary documents are acquired according to standards prior to delivery. Bidfood has no liability for the lack of such documents.
5. The quality of the goods must be in accordance with the purchase contract and with the agreed specifications, and the Seller provides a quality guarantee for the goods that corresponds to the product specification and is indicated on the product packaging. Complaints regarding defective performance or quality guarantee are governed by the relevant legal regulations, with the reservations arising from these Terms.
6. If required by the applicable law, the delivered goods must be labelled in accordance with the relevant legal regulations on food law and consumer protection, with each purchase contract and with any further specifications agreed on between the parties (specifications agreed via email being considered as sufficient). The Sellers must provide a confirmation of conformity to the delivered goods if required by the applicable law, and mark the goods with an EAN barcode.
7. The Seller undertakes to provide Bidfood in writing with all information necessary to enable Bidfood to comply continuously with its information obligations under any applicable legislation, in particular Regulation (EU) No 1169/2011 of the European Parliament and of the Council of 25 October 2011 on the provision of food information to consumers. The Seller shall also notify Bidfood without delay of any changes to this information including in particular (but not exclusively) the following: composition, nutritional values, allergens, and other information.
8. The Seller undertakes to compensate Bidfood for all damages caused by the Seller’s non-compliance with the labelling obligation under these Terms and applicable legal regulations.

III. Prices and payments

1. The price set out in the purchase contract between the parties includes packaging costs and costs to be incurred by the Seller under the agreed delivery terms.
2. All prices are agreed upon excluding VAT. VAT will be added if required by applicable legal regulation.
3. The Seller is entitled to invoice upon completion of a delivery. Bidfood will pay the Seller the purchase price according to the specific delivery of the goods within the date stated in the invoice to the Seller’s bank account specified in the invoice. In the event of late payment of an invoice, the Seller shall be entitled to statutory default interest.
4. The due dates of the invoices shall be agreed upon in the individual purchase contracts.
5. Each invoice shall contain information about the sold goods in accordance with the respective purchase contract and it shall include all the statutory requisites of a tax document. If the invoice does not contain all required legal requirements, or if it contains a bank account number that differs from the one stated in the purchase contract, or if it is incomplete or incorrect, Bidfood shall be entitled to return the invoice to the Seller for rectification or completion.

IV. Force majeure

1. The Seller is not entitled to postpone or cancel delivery or a part of a delivery for any period of time, without this being considered as a breach of these Terms, unless a Force majeure occurs.
2. Force majeure shall include solely the following events: natural disasters of great magnitude seriously affecting the Seller's operations (e.g. earthquakes, floods or volcanic eruptions), acts of terrorism, import or export bans as well as sanctions implemented by or towards governments, or a circumstances beyond the reasonable control of the affected party, which could not have been reasonably foreseen at the time of the conclusion of the purchase contract and which prevents, hinders, or delays the performance of any of its obligations under the purchase contract.

V. Confidentiality

1. All information disclosed in connection with these Terms or with a purchase contract, or an intended purchase shall be considered confidential to the Seller and Bidfood and may not be shared with anyone. This restriction does not apply if the Seller or Bidfood is required to disclose the information to the public authorities, legal counsels, accountants, auditors, or for any other legal reason.

VI. Jurisdiction and applicable law

1. For any purchase contract with Sellers incorporated in the Czech Republic the following shall apply:
 - a. Any dispute arising out of or in connection with the Terms or a purchase made by Bidfood, including any disputes regarding its existence, validity or termination, shall be subject to the exclusive jurisdiction of the District Court in Mělník or the Regional Court in Prague, as determined by their respective subject-matter jurisdiction.
 - b. Any contract under these Terms shall be governed by the laws of Czech Republic and any purchase made by Bidfood under this clause shall be subject to the laws of Czech Republic.
2. For any other purchase contract outside the scope of clause VI.1 the following shall apply:
 - a. Any dispute arising out of or in connection with the Terms or a purchase made by Bidfood, including any disputes regarding its existence, validity or termination, shall be finally decided by the Court of Arbitration of the Chamber of Commerce of the Czech Republic and the Chamber of Agrarian Affairs of the Czech Republic in accordance with its rules by a single arbitrator appointed by the President of the Court of Arbitration.
 - b. Any contract under these Terms shall be governed by the United Nations Convention on Contracts for the International Sale of Goods (CISG), adopted on 11 April 1980 and by the laws of Czech Republic and any purchase made by Bidfood shall always be subject to the laws of Czech Republic.

VIII. Prohibition against child labour and slavery

1. The Seller hereby warrants that it has never been, nor shall ever be, directly or indirectly associated with any instances of child labour or slavery in any form. Bidfood reserves the unequivocal right to terminate any contract forthwith should it be determined that the Seller has engaged in or been complicit in acts of slavery or child labour. Bidfood maintains a strict policy against the employment of child labour by any of its counterparties or by any third parties, irrespective of whether such practices may be considered legal within the relevant jurisdiction.
2. For the purposes of this clause, child labour is defined as any work that deprives children of their childhood, potential, and dignity. Bidfood expressly prohibits any form of employment that it deems detrimental to the physical or mental development of children, thereby upholding its commitment to ethical practices and the welfare of vulnerable populations.
3. Similarly, slavery is defined as the condition in which an individual is owned by another, encompassing situations where a person is treated as the property of another individual. Bidfood unequivocally condemns any form of slavery and is committed to ensuring that its business practices reflect the highest standards of human rights and dignity for all individuals involved in its operations.

IX. Sanctions

1. The Seller warrants that it is not subject to any sanction laws imposed by the Czech Republic, the European Union or United Nations, which prohibits or renders unlawful the performance of the purchase contract. The Seller further warrants that it is not selling the goods as agent, trustee or nominee of any person or entity with whom transactions are prohibited or restricted.
2. If at any time Bidfood becomes aware that there is reason to suspect that the Seller is not in compliance with the aforementioned clause, Bidfood shall be entitled in its sole discretion to terminate the purchase contract. In the event of such termination, the Seller shall be liable for any and all losses suffered by Bidfood as a consequence thereof.

X. Anti-corruption

1. The Seller agrees and undertakes that throughout the duration of the contract, he shall, at all times, adhere to and comply with all relevant and applicable anti-corruption laws and regulations. This includes, but is not limited to, Directive (EU) 2017/1371 of the European Parliament and of the Council of 5 July 2017 on the fight against fraud to the Union's financial interests by means of criminal law, as well as any other applicable local or international anti-corruption statutes.
2. Furthermore, the Seller warrants that he has implemented and shall maintain effective internal policies and procedures. These policies and procedures are specifically designed to prevent the commission of any act that would constitute an offence under the aforementioned anti-corruption legislation. Each party shall promptly notify the other of any breach or suspected breach of such policies and procedures.

XI. Termination

1. Bidfood is entitled to terminate any purchase contract if the Seller becomes insolvent, if bankruptcy or insolvency proceedings are initiated against the Seller, or if, in Bidfood's sole discretion, there is a material adverse change in the circumstances relating to the order.