

This document specifies the General Conditions of Sale of Geo-Poland sp. z o.o., with its registered address at Popiela 14, 61-615 Poznan, Poland, and office address Ku Cytadeli 2, 61-722 Poznan, Poland, with NIP (VAT-ID) no. PL7830000487, registered at the District Court in Poznan, Poland, at VIII Commercial Division of the National Court Register under the number 0000192922.

At any time, the current and binding version of these conditions is published and available on Geo-Poland's official website:

<https://geo-poland.com/GeoPolandGeneralSalesConditions.pdf>

## **1. Scope of Application**

- 1.1. All offers from and all orders placed with Geo-Poland for the sale and delivery of any products by Geo-Poland (hereinafter referred to as „goods” or “formulas”) and all contracts with Geo-Poland in that regard are subject exclusively to these conditions.
- 1.2. The goods can be sold either under Geo-Poland's own trademark (brand) or OEM brand of the purchaser. Unless agreed to the contrary in writing between Geo-Poland and the purchaser, Geo-Poland has the right to offer and sell goods under its own trademark in any country, including the origin country of the purchaser.
- 1.3. These conditions are also applicable to services, the contracting of work and the provision of advice by Geo-Poland in relation to the sale and delivery of goods.
- 1.4. The application of the conditions of the other party or the buyer (hereinafter referred to as “purchaser”) to the contract with Geo-Poland is hereby expressly rejected.
- 1.5. The purchaser can only rely on stipulations that are contrary to these conditions if and insofar as they have been accepted by Geo-Poland in writing.
- 1.6. The purchaser previously contracted under these conditions accepts the applicability of these conditions to contracts it subsequently enters into with Geo-Poland.

- 1.7. Geo-Poland reserves the right to amend these conditions unilaterally. An amendment as provided for above shall be legally valid between Geo-Poland and the purchaser and will come into effect 30 days following publication of the amended conditions on Geo-Poland's website (<https://geo-poland.com/GeoPolandGeneralSalesConditions.pdf>). In the event of a material amendment to these General Conditions of Sale by Geo-Poland, the purchaser is entitled to inform Geo-Poland by means of a registered letter with proof of receipt, within 14 days of the aforementioned amendment, that it wishes to terminate the contract prematurely as of the effective date of the amended General Conditions of Sale if said amendment applies to the purchaser. No later than 10 days from the timely receipt of the aforementioned letter, Geo-Poland is entitled to inform the purchaser in writing that it is prepared to continue the contract on the basis of the unamended General Conditions of Sale. In such a case, the amendment shall not apply to the purchaser and the contract shall be continued on the basis of the unamended General Conditions of Sale. If Geo-Poland does not invoke the aforementioned right, the contract with the relevant purchaser shall terminate automatically as of the effective date of the amended General Conditions of Sale.

## **2. Offers, orders and contracts**

- 2.1. All offers of Geo-Poland are subject to contract.
- 2.2. Orders and acceptances of offers by the purchaser are deemed to be irrevocable. Orders of purchasers are not binding to Geo-Poland in isolation. Contracts are exclusively binding Geo-Poland once they and their method of execution have been accepted in writing, Verbal undertakings or agreements by or with its personnel are not binding to Geo-Poland until and provided that they have been confirmed in writing.

- 2.3. Unless specified otherwise, purchaser's order is confirmed by Geo-Poland in a form of a Proforma Invoice issued by Geo-Poland for the purchaser's order.
- 2.4. Minimum order quantities depend on the type of packaging, time of placing the order and the actual product being ordered and are communicated by Geo-Poland to the purchaser always only upon request.
- 2.5. Payment terms: prepayment of 50% of total order value shall be made in advance by bank transfer when placing the order by purchaser and the remaining 50% shall be transferred and present on the Geo-Poland's bank account not later than 7 days after issuing the final pro forma invoice by Geo-Poland (after production and before planned loading of ordered goods in Geo-Poland's warehouse).
- 2.6. In case of orders for and sale of goods under OEM brand in the retail packaging the purchaser shall prepare and provide Geo-Poland with artworks when submitting the order. The artworks need to be prepared in Adobe Illustrator file format (.ai) with text in curves and in high-resolution PDF, with up to 4 CMYK colours + white. The language, graphics etc. placed on the artwork for the goods shall comply with local legal requirements in the destination country where the goods will be distributed by the purchaser. The purchaser is fully responsible for the compliance of the artwork (packaging) with any legal requirements that are applicable, especially related to copyrights.
- 2.7. These conditions are applicable by analogy to amendments to a contract.

### **3. Conformity**

- 3.1. All statements of Geo-Poland concerning quantities, measurements, weights and other indications related to goods are made with the greatest possible care. Geo-Poland cannot however guarantee that there will be no non-conformities in that regard. Non-conformities that are customary in the

sector will in all cases be permitted. The purchaser shall verify to as great extent as possible that the stated or agreed quantities, measurements, weights and/or other indications of Geo-Poland upon receipt. Samples, drawings or models of the goods being delivered presented or issued by Geo-Poland are purely indications as provided for in this article and are explicitly subject to the provisions of this article.

- 3.2. The purchaser shall verify that the goods he orders or has ordered and the accompanying documentation, packaging, labelling and/or other information meet the governmental requirements operated in the country of destination.

### **4. Price**

- 4.1. Current prices will be provided by Geo-Poland to purchaser upon inquiry.
- 4.2. In the absence of an agreement to the contrary, prices indicated by Geo-Poland or agreed with Geo-Poland are net, ex works (in conformity with the provisions of the latest version of Incoterms). Prices are therefore exclusive of VAT, exclusive of import and export duties, excise duties and other taxes or levies imposed or charged in relation to goods and their transportation costs. The prices are also exclusive of any commissions, value of free samples and/or budget for marketing expenses.
- 4.3. If Geo-Poland has accepted the packaging, packaging materials, loading, transport, forwarding, unloading or insurance of goods without explicitly agreeing in writing on a price, Geo-Poland reserves the right to charge the purchaser with the actual costs incurred and/or the usual rates charged by Geo-Poland.
- 4.4. In case of sale of goods under OEM brand the purchaser must cover and pay in advance, together with prepayment for the first order, the single cost of preparing new lithography and colour proofs by tin's factory chosen by Geo-Poland at its own discretion.

4.5. Prices indicated by Geo-Poland or prices agreed with Geo-Poland are based on the cost price of the goods applicable at the time at which the contract is entered into. If the cost price is subject to an increase, after signing the contract but prior to delivery of the goods, that is beyond Geo-Poland's reasonable control, for example due to government measures, exchange-rate fluctuations or changes to subsidies, raw-materials prices (also in connection with changes to or a lapse of price quotations), freight rates, energy costs, import and export duties or excise, or as a result of inflation, Geo-Poland is entitled to raise the prices accordingly.

4.6. If and insofar as the prices are based on price lists of Geo-Poland, the current price list at the time of delivery will apply. Geo-Poland will notify the purchaser of changes to price lists as soon as possible.

## **5. Delivery term**

5.1. The delivery term comes into effect upon formation of the contract, once Geo-Poland is in possession of all materials, documents and details to be provided by the purchaser and once any stipulated advance payment has been received by Geo-Poland or security for payment has been furnished in the favour of Geo-Poland.

5.2. The average lead time between the first prepayment and production is 2-4 months. The delivery term quoted by Geo-Poland is indicative and shall never be regarded as a strict deadline. In the event of exceeding the delivery term, the purchaser is never entitled to claim any compensation for supplementary or replacement [goods], direct or indirect damage, or not to comply with or suspend any other obligation resulting from the contract or to terminate or rescind the contract.

5.3. Products can be shipped only after releasing for export by the Geo-Poland's Quality Department and after receiving the full payment for ordered goods from the

purchaser. The average lead time between the first prepayment and shipment is 3 to 12 months.

5.4. The delivery term will be extended by the amount of time by which the contract is delayed through force majeure (as specified in article 10 of these conditions).

## **6. Delivery, acceptance, storage**

6.1. Geo-Poland has the right to engage third parties (hereinafter referred to as "auxiliary persons") for the implementation of the contract or parts thereof.

6.2. Unless the parties have expressly agreed upon a different method of delivery, deliveries are Ex Works (according to the provisions with regard to this term as set forth in the Incoterms).

6.3. Geo-Poland reserves the right to deliver in batches. For the purpose of these conditions, each batch delivery is deemed to be a separate delivery.

6.4. The goods must be accepted in full by or on behalf of the purchaser at the agreed place and at the agreed time of delivery. The purchaser is responsible for the provision of sufficient loading and unloading facilities for fast unloading.

6.5. If the purchaser fails to accept the goods or to accept them on time, he will be held in default without notice of default being required. Geo-Poland will in that case be entitled to store the goods at the purchaser's expense and risk or - to be decided at its own discretion - to sell them to a third party. The purchaser shall remain liable for the purchase sum plus interest, damage, loss, and costs, including but not limited to storage costs, and less any possible net revenue from the sale to the third party.

## **7. Packaging materials**

7.1. If, contrary to the provisions of article 6.2 of these conditions, it has been agreed that Geo-Poland will provide for the transportation of the goods on the purchaser's behalf, Geo-Poland will, in the absence of any further instructions given by

the purchaser to Geo-Poland, which have been accepted by Geo-Poland in writing, determine the method used for transportation, forwarding, packaging, etc., without Geo-Poland bearing liability in that regard.

- 7.2. The packaging materials, if not intended for once-only use, including but not restricted to pallets, crates, containers and other transport resources, remain the property of Geo-Poland, even if the purchaser has paid a deposit for them. The purchaser is therefore not entitled to pass on the packaging materials to third parties.
- 7.3. The packaging materials may not be used for anything other than their intended purpose.
- 7.4. The purchaser is obliged to return the packaging sorted and cleaned, as soon as possible, but by the next delivery of Geo-Poland to the purchaser at the latest. The related costs shall be borne by the purchaser.
- 7.5. In the event of loss or damage of packaging materials, the purchaser's claim to reimbursement of the deposit shall be cancelled and the purchaser will be obliged to compensate Geo-Poland for the loss, less the amount of the deposit.

## **8. Transfer of risk and ownership**

- 8.1. The risk of the purchased goods transfers to the purchaser at the time of delivery.
- 8.2. All goods delivered by Geo-Poland remain the property of Geo-Poland until the time of full payment of all that which is owed to Geo-Poland by the purchaser in connection with the underlying contract and/or previous or later contracts of the same nature, including damages, costs and interest. The purchaser waives any rights of retention in respect of the goods in advance and shall not attach those goods.
- 8.3. The purchaser is obliged to keep and/or render the goods subject to retention of title in Geo-Poland favour identifiable and to keep them separate from each other and from other goods held by the purchaser.

Geo-Poland reserves the right at all times, without any further authorisation being required from the purchaser, to repossess the goods held by the purchaser under retention of title, irrespective of where they are located.

The purchaser shall grant his co-operation in this respect. After recovery, the purchaser shall be credited for the market value of the relevant goods, which shall never exceed the original purchase price less the costs associated with the recovery and the other costs of and damage or loss suffered by Geo-Poland.

- 8.4. For as long as the ownership of the delivered goods is reserved by Geo-Poland, the purchaser does not have the right to dispose of them other than in the course of his business, or to establish any limited right in rem on them. The purchaser has a duty of care with regard to the goods covered by the retention of title and must insure them and keep them insured against all of the risks customary in the sector. In the event of a credit sale, the purchaser is obliged to stipulate retention of title from his purchasers on the basis of the provisions of this article. The purchaser undertakes not to assign or pledge any claims on his purchasers to third parties without prior written permission from Geo-Poland.
  - 8.5. The purchaser shall provide Geo-Poland with the opportunity to inspect the insurance policies upon request. The purchaser shall pledge all his claims by virtue of said insurance to Geo-Poland, as further security for its claims on the purchaser as soon as Geo-Poland requests so.
- ## **9. Intellectual and industrial property rights**
- 9.1. All intellectual and industrial property rights related to delivered goods and/or rendered services are held by Geo-Poland or third party entitled parties and are not transferred to the purchaser by virtue of the

contract with Geo-Poland, even if the goods or services have been designed, developed or compiled specifically for the purchaser. The delivery of an article cannot be deemed to constitute an explicit or implicit licence for the purchaser to use, reproduce or release to third parties the intellectual or industrial property rights, unless Geo-Poland has given express written consent to that effect.

- 9.2. In case of sale of products under Geo-Poland's trademark(s), the purchaser has no right to register any of the trademark(s) themselves in any country ever.
- 9.3. Geo-Poland has the exclusive right to the specifications of goods provided to the purchaser. Geo-Poland is entitled without any restrictions to use the same specifications for goods produced for other purchasers and/or for other markets.
- 9.4. The purchaser will immediately alert Geo-Poland if a third party infringes or threatens to infringe the industrial or intellectual property rights of Geo-Poland or if third parties adopt the position that goods of Geo-Poland infringe their own industrial or intellectual property rights. In the event of the latter case arising, Geo-Poland will be free to decide at its own discretion to replace or modify the goods or terminate or rescind the contract with the purchaser. In such cases the purchaser is not entitled to compensation for damages from Geo-Poland except if and insofar as he is able to derive such a right from article 14 of these General Conditions of Sale.

#### **10. Confidentiality**

- 10.1. The purchaser is obliged to protect the confidentiality of all information that comes to his notice about Geo-Poland, even if that information is not sufficiently designated as being confidential, and to stipulate the same in respect of staff members and third parties involved in any way in the execution of the contract. The purchaser is prohibited from using the aforesaid information for his own purposes or for third parties.

- 10.2. The purchaser shall refrain without the prior written permission of Geo-Poland from making direct or indirect use of his relationship with Geo-Poland for promotional activities or other purposes.

#### **11. Force majeure**

- 11.1. For the purposes of these General Conditions of Sale, force majeure ("non-attributable failure") refers to everything that is included in law and in case law, but also to any circumstance beyond Geo-Poland's control that impedes compliance with its obligations towards the purchaser in full or in part or which means that the purchaser cannot reasonably require Geo-Poland's compliance with the contract.
- 11.2. Force majeure includes in any case: business embargoes, strikes, lockouts, lack of raw materials, animal diseases, pollution, terrorism, delayed delivery to Geo-Poland of goods or services ordered from third parties, accidents, operational breakdowns, production or transport problems not foreseen by Geo-Poland, and the lapse, withdrawal or non-renewal of the necessary permits, certificates, licences, et cetera.
- 11.3. During the period of force majeure, Geo-Poland is able to suspend its obligations from the contract. If this period continues for more than two months, Geo-Poland and the purchaser, the latter with due regard to the provisions of article 17.4 of these General Conditions of Sale, are entitled to unilaterally terminate or rescind the contract for the part that was not implemented, without being liable for any damages.
- 11.4. Geo-Poland is entitled to claim payment for the performances that were delivered in the framework of the relevant contract before the circumstances that produced the force majeure occurred.
- 11.5. Geo-Poland is also entitled to invoke force majeure if the circumstance that produces force majeure occurs after its performance should have been delivered.

#### **12. Sale, delivery to third parties**

The purchaser's sale, delivery or other form of provision of the goods delivered by Geo-Poland to the purchaser to third parties shall take place in the original and undamaged composition and packaging of the goods per unit originating from Geo-Poland.

If the composition and/or the packaging of the goods is altered or damaged following delivery by Geo-Poland to the purchaser, irrespective of how that was caused, the purchaser is obliged to notify Geo-Poland as such without delay and the purchaser is further obliged to sell and/or deliver those products back to Geo-Poland if that is requested by Geo-Poland within seven days of receiving the notification. Geo-Poland will pay reasonable compensation for that in compliance with the market values of those goods in their altered and/or damaged condition unless the purchaser has already been compensated by other means and/or the change to the composition or packaging and/or the damage can be attributed to the purchaser.

### **13. Claims**

- 13.1. Immediately upon receipt, the purchaser is obliged to inspect or have inspected the goods by the purchaser himself or by a third party acting according to the instructions of the purchaser. Any complaints regarding visible defects must be reported to Geo-Poland within no more than seven working days after the arrival of goods in a destination port, failing which the purchaser's claims on Geo-Poland become null and void.
- 13.2. Claims of the purchaser concerning "hidden" defects (or quality defects) shall, on penalty of forfeiture of all claims of the purchaser against Geo-Poland, be made within 15 working days after the arrival date of goods in a destination port.
- 13.3. The purchaser shall complain in writing. The complaint must contain the most detailed possible description of the defect (including information about product type, batch

numbers, production dates included and with pictures/photos attached) in order to enable Geo-Poland to respond adequately. Quality claims shall be documented with a report issued by an authorized and qualified loss-assessing company (SGS laboratory or Intertek). In case of discrepancies in laboratory tests' results between an independent, authorised Polish and foreign laboratories, the Polish independent laboratory (Eurofins Polska sp. z o.o., Aleja Wojska Polskiego 90A, 82-200 Malbork, Poland) test results shall be binding. The purchaser shall provide Geo-Poland with the opportunity to investigate or have investigated the complaint. The purchaser shall grant all necessary co-operation with the investigation. If the purchaser grants no or inadequate co-operation or if the investigation is not or no longer possible for any other reasons, the purchaser's claims on Geo-Poland will become null and void.

- 13.4. In addition to the cases provided for in paragraphs 1 and 2, all rights to submit a claim shall be null and void if:
  - a. the goods have been transported, handled, used, processed or stored by or for the purchaser incorrectly or contrary to the instructions given by or on behalf of Geo-Poland;
  - b. the goods have been processed by or on behalf of the purchaser;
  - c. the purchaser has failed to meet any of its obligations to Geo-Poland under the underlying contract or to meet them in full or on time;
  - d. the purchaser acts contrary to the provisions of article 12 of these conditions.
- 13.5. In cases of a justified and timely claim Geo-Poland will either redeliver free of charge or credit the purchaser in full or in part for the defective goods, to be decided at Geo-Poland's discretion. These conditions are applicable to redeliveries.

- 13.6. After establishing a defect the purchaser is obliged to do everything possible to prevent or limit losses, expressly including immediate discontinuation of usage, treatment or processing.
- 13.7. Goods in which regard a rightful claim has been lodged may only be returned to Geo-Poland with the prior written approval of Geo-Poland and may only be destroyed on the written request of Geo-Poland. The costs of returning or destroy goods, if the claim is justified, shall be borne by Geo-Poland exclusively provided that a written approval request to that effect has been received from Geo-Poland.

#### **14. Liability**

- 14.1. The liability of Geo-Poland in connection with defects in the goods it has delivered and related services is limited to compliance with the obligations following claims as provided for in the previous article.
- 14.2. Geo-Poland is liable for legally and scientifically proven damages of end-customers' health as a direct result of consumption of goods with quality defects manufactured by Geo-Poland. Geo-Poland is not responsible for any damages caused by improper storage, distribution means and/or improper use of goods.
- 14.3. Geo-Poland cannot under any circumstances be obliged to pay compensation for damages other than if and insofar as the losses have been suffered owing to intention act or omission or gross negligence on the part of Geo-Poland. Geo-Poland cannot under any circumstances be held liable for indirect or immaterial losses, such as but not limited to trading losses, consequential losses or demurrage and loss of income and profits, loss of clients, damage to reputation and/ or goodwill.
- 14.4. In all cases where Geo-Poland is obliged to pay compensation for damages, those damages shall never exceed either - to be decided at its own discretion - the invoiced value of the delivered goods and/or

rendered services by which or in relation to which the loss has been caused or, if the loss is covered by Geo-Poland's insurance, the amount actually paid out by the insurer in that regard.

- 14.5. All claims against Geo-Poland other than those which have been acknowledged by Geo-Poland shall lapse by the mere expiry of 12 months following the origin of that claim.
- 14.6. The employees of Geo-Poland or auxiliary persons engaged by Geo-Poland for the execution of the contract can invoke against the purchaser all defences that can be derived from the contract as though there were themselves a party to that contract.
- 14.7. The purchaser shall indemnify Geo-Poland, its employees, and any auxiliaries engaged for the implementation of the contract in full against any form of liability in connection with Geo-Poland implementation of the contract. In the framework of his duty of indemnity, the purchaser is bound to reimburse the reasonable costs of defending claims by third parties.

#### **15. Purchaser's obligations and indemnification**

- 15.1. Non-observance by purchaser of the agreement or any one or more of the provisions of these conditions, or non-compliance of instructions or requirements of Geo-Poland, or non-observance due to attributable unlawful actions or failure by or on behalf of the purchaser resulting in damage for Geo-Poland shall oblige the purchaser to compensate Geo-Poland for all the damage it suffered. Without prejudice to the provisions of article 14.6, the purchaser indemnifies Geo-Poland against all claims by third parties for compensation of any damage suffered by these third parties in such a case. In the framework of his duty of indemnity, the purchaser is bound to reimburse the reasonable costs of defending claims by third parties.
- 15.2. Geo-Poland may impose the obligation on the purchaser to remove goods that he has

brought onto the market and which are defective, or in which a defect threatens to manifest itself, from the market within a reasonable period of time to be stipulated by Geo-Poland (product recall). All related costs of this shall be borne by the purchaser unless the cause of the recall is not for the account of the purchaser according to the contract, these General Conditions of Sale or current law.

#### **16. Payment and security**

- 16.1. Payment shall be made, without any discount, at the agreed time or, if no time has been agreed, within 3 days of the Proforma Invoice date, in the currency stated in the invoice and exclusively in the manner stipulated in the invoice. Geo-Poland reserves the right at all times to demand full or partial advance payment and/or otherwise require security for payment in the form of a bank or group guarantee, to be decided at its own discretion. The purchaser is obliged to meet that requirement.
- 16.2. The purchaser relinquishes all rights to set off mutually owed amounts. Submitted claims do not suspend the purchaser's payment obligation.
- 16.3. If the purchaser fails to meet any payment obligation as set forth above, he shall be held in default without notice of default being required. As soon as the purchaser fails to remit any due payment, all other claims of Geo-Poland on the purchaser shall become immediately due and payable and the purchaser shall be placed in default with regard to those claims with immediate effect and without notice of default being required. With effect from the date on which the purchaser is held in default, he shall be liable to Geo-Poland for the payment of default interest 3% higher than the statutory interest rate.
- 16.4. In the event of judicial or extrajudicial debt collection, the purchaser is liable for the principal sum, default interest, and the

actual debt-collection costs incurred by Geo-Poland. The extrajudicial collection costs amount to at least 15% of the principal sum. The judicial costs are not limited to assessed legal costs, but shall be borne by the purchaser in full if the ruling goes largely against him.

#### **17. Termination and rescission**

- 17.1. Geo-Poland reserves the right to suspend the execution of the contract or, at its own discretion, to terminate or rescind the contract whilst retaining all rights to compensation for costs, damages and interest by means of a written notification to that effect and without prior notice of default, announcement or legal intervention being required, in full or in part and with immediate effect, to be decided at its own discretion, if:
- a. the purchaser fails to meet one or more of his obligations under or otherwise related to the contract or to meet them on time or in full, or if it established that full compliance will be impossible;
  - b. Geo-Poland has good grounds to suspect that the purchaser is or will not be willing or able to meet his obligations;
  - c. the purchaser is declared bankrupt or his bankruptcy or (provisional) suspension of payment is applied for or granted, if he liquidates or discontinues his business, offers a composition, if an attachment is imposed on (part of) his assets or if he otherwise proves to be insolvent;
  - d. in the opinion of Geo-Poland, major changes are made to direct or indirect ownership or control ratios at the business of the purchaser.
- 17.2. Geo-Poland is further entitled to terminate or rescind the contract in full or in part at its own discretion if any advantage is offered or granted by the purchaser in connection with

the formation or execution of the contract to a person forming part of Geo-Poland.

17.3. Geo-Poland further reserves the right to terminate the contract with the purchaser in full or in part, to be decided at its own discretion, if the contract with its supplier or client is terminated or rescinded for any reason whatsoever or for other reasons is not executed by its supplier or client. If the contract is rescinded, Geo-Poland is exclusively obliged to reimburse or credit the sales price it has charged, subject to the purchaser's return of what has already been delivered.

17.4. The purchaser is exclusively entitled to terminate or rescind the contract in the cases provided for in article 11.3 of these conditions, but not until all amounts due to Geo-Poland at that time, whether or not eligible, have been paid to Geo-Poland.

17.5. If purchaser for whatever reason not mentioned in article 17.4 decides to cancel or withhold the purchase order for goods and if Geo-Poland have purchased already the components and ingredients, including packaging material specifically for this order (hereinafter referred to as "unique components") then the purchaser either makes another purchase to use up the unique components or shall cover the cost of supply and destruction of the unique components.

## **18. Further provision, applicable law and court of competent jurisdiction**

18.1. In the event of one or more of the provisions of these general conditions proving to be invalid or being set aside by a court of law, the other provisions will remain fully in force.

18.2. Unless provided otherwise, all contracts between Geo-Poland and the purchaser are subject to the laws of Poland. The applicability of the United Nations Convention on Contracts for the International Sale of Goods of 1980 (CISG) is however excluded.

18.3. Baby food purchasers are obliged to act in conformity with the International Code of Marketing of Breast Milk Substitutes issued by the World Health Organisation in Geneva, 1981.

18.4. Any disputes between the parties that result from or are otherwise connected with any contract and/or these General Conditions, will first be discussed by the both parties. In case the dispute cannot be resolved, it shall only be put before the court in Poznan, Poland, unless Geo-Poland prefers another competent court.