

**GENERAL SALES TERMS AND CONDITIONS
OF THE COMPANY ALFA BIO s.r.o.
(hereinafter referred to as „T&C“)**

1. Introductory provisions

- 1.1 These general sales terms and conditions (hereinafter also referred to as "T&C" or "business conditions") govern the conditions of business cooperation and the rights and obligations of its parties in the business relations of **ALFA BIO s.r.o.**, with its registered office at Kremnička 71, 974 05 Banská Bystrica, ID No. 30 223 041, registered in the Commercial Register of District Court Banská Bystrica, section: Sro, insert No.: 163/S as a supplier (seller) (hereinafter referred to as "supplier" or "seller") and its business partners as customers (buyers) (hereinafter referred to as "customer" or "buyer") who purchase goods from the supplier, including those customers with whom the supplier has concluded a framework purchase contract (hereinafter referred to as "framework purchase contract") or an approved and signed price offer (hereinafter referred to as "approved price offer").
- 1.2 These T&C are available in the current version on the supplier's website and form an inseparable annex to each purchase contract concluded between the customer and the supplier, unless expressly agreed otherwise.
- 1.3 The customer and the supplier will in these T&C hereinafter be also referred to as "contracting parties".
- 1.4 The T&C are valid for all acts that take place between the supplier and the customer in connection with the delivery of goods by the supplier as the seller to the customer as the buyer and specify the rights and obligations of the participants in these legal relationships.
- 1.5 These T&C also serve as interpretative rules for the interpretation of the content of the rights and obligations of the contracting parties.

2. Conclusion of the purchase contract

- 2.1 Any orders delivered by the customer to the supplier in accordance with (i) the framework purchase contract and/or (ii) the approved price offer shall be considered as a proposal to enter into a partial purchase contract under the relevant provisions of the Commercial Code, based on which the supplier has to under the agreed conditions deliver to the customer the goods and the customer undertakes under the agreed conditions to pay the price for the delivered goods.
- 2.2 The order for the delivery of the goods by the supplier is binding for the customer at the moment of its delivery to the supplier and the supplier based on the delivered order delivers to the customer the ordered goods.
- 2.3 The order becomes mutually binding and the individual purchase contract is concluded at the moment of its written confirmation by the supplier to the customer or by the delivery of the ordered goods to the customer. The supplier is not obliged to accept the order without justification.
- 2.4 The written order contains the name, quantity of goods and the required delivery date of the goods. The customer delivers the orders to the supplier to the e-mail address specified in the framework purchase contract or in the price offer; if not agreed then to the address: orders@alfabio.com
- 2.5 Each delivery of the ordered goods based on the order is considered as a separate purchase contract, while the provisions of the framework purchase contract respectively of the approved price offer including these T&C, will apply to each order that takes place during the contractual relationship established between the contracting parties.
- 2.6 The customer undertakes to comply with the planned minimum volume of the orders of the goods agreed in the framework purchase contract or in the approved price offer with a tolerance of deviation of 10%. In the event that the customer takes from the supplier less goods than the agreed planned quantity (taking into account the tolerated deviation), the customer is obliged to pay the supplier the damages caused by it which will represent the full purchase price for all goods that should have been ordered in accordance with the framework purchase contract or approved price offer and these T&C.
- 2.7 The supplier shall deliver the ordered goods on euro pallets or atypical pallets based on the palletizing scheme, which is announced in advance for each product. Euro pallets will be handled in exchange for delivery of goods (full for empty), unless the contracting parties agree otherwise.

3. Price agreement, payment terms

- 3.1 Prices for the goods are agreed in a separate document in the framework purchase contract or in the approved price offer. Prices are valid without value added tax. VAT will be charged on top of the prices in accordance with applicable law.
- 3.2 The supplier is entitled to change the prices for the goods at any time. The change of the price of the goods is effective upon delivery of the information on the change of the price of the goods to the customer.
- 3.3 The due date of the invoice is calculated from the date of delivery of the goods. The due date of the invoices is specified in the price offer or in the

framework purchase contract, otherwise 14 days from the date of issue of the invoice.

- 3.4 All payments will be made by the customer only by cash payments - the customer is not entitled to unilaterally set off receivables against the supplier. The payment is considered paid at the moment of its crediting to the supplier's account.
- 3.5 In the event of the customer's delay in paying the purchase price for the goods, the supplier is entitled to suspend deliveries of the goods.
- 3.6 In the event of the customer's delay in paying the price of the goods or other obligation to the supplier, the contracting parties have agreed late interest in the amount of 0,5% of the amount due for each day of delay.

4. Delivery of the goods, risk of damage to the goods

- 4.1 The supplier shall deliver the goods within a reasonable time according to its current capacities.
- 4.2 The place of delivery is specified in the order and in accordance with the framework purchase contract respectively approved price offer.
- 4.3 The order is issued in writing by e-mail, in exceptional cases by telephone.
- 4.4 Delivery of a smaller quantity of goods than ordered is not a breach of contract. The customer is obliged to take over such delivery and pay the purchase price for it.
- 4.5 Insurance of the shipment at the customer's own expense is left to the customer's consideration.
- 4.6 The customer is entitled to refuse to take over the goods that do not meet the parameters agreed in the framework purchase contract and/or in the approved price offer and/or these business conditions, only immediately upon delivery of the goods, unless the applicable mandatory law states otherwise. Unreasonable non-acceptance of the goods does not affect the obligation to pay the purchase price for the goods - in such case, the moment of delivery is considered to be the moment when the customer unreasonably refused to accept the goods.
- 4.7 The customer becomes the owner of the goods at the moment of its receipt from the supplier. The contracting parties have agreed that the transfer of the risk of damage to the goods as well as the risk of damage caused by the goods passes to the customer at the moment of handover of the goods or vain expiration of the period for taking over the goods, whichever occurs first.
- 4.8 Only the place agreed in the framework purchase contract or in the approved price offer may be designated as the place of delivery.
- 4.9 The supplier is entitled to cancel the order at any time without any reason until the moment of delivery of the goods. In the event of cancellation of the order, the customer is not entitled to reimbursement of any incurred costs.

5. Warranty and warranty period and return of the goods

- 5.1 The warranty period for products (goods) marked with the date of minimum durability or expiration date ends at the expiration of this date. The supplier may not deliver goods whose date of minimum durability or expiration date is in the specified treatment shorter than agreed in the framework purchase contract or approved price offer.
- 5.2 The supplier is responsible for its deliveries in accordance with applicable law.
- 5.3 The customer is obliged to check any and all legal requirements of the goods, including packaging and any defects and immediately report them to the supplier. Objections/requests raised later will not be taken into account.
- 5.4 Except in cases where generally binding legal regulations allow it, the customer is not entitled to return the purchased goods to the supplier, even if the goods weren't used and unpacked. The contracting parties exclude any dispositive legal norms entitling the customer to return the goods.

6. Special provision for private labels

- 6.1 If the customer, in accordance with the framework purchase contract or the approved price offer, requests the delivery of goods under the customer's private label, the special rules stated in this article of the T&C apply to the delivery.
- 6.2 The supplier shall ensure the packaging of the delivered goods in packages, the visuals (graphics) of which will be mutually agreed between the contracting parties. Increased costs are borne by the customer.
- 6.3 The customer declares that the graphic designs submitted by the customer do not infringe and will not infringe the copyright or other rights of the third parties.
- 6.4 The customer undertakes to pay all costs associated with changes to the graphic design for packaging and in the event of non-consumption of packaging also the costs of already produced and unused packaging and/or products (goods).
- 6.5 The contracting parties have agreed that the price for graphic design and production of printing plates and the price for graphic design and production of packaging, the amount of which will be charged to the supplier by the packaging material manufacturer and other suppliers in connection with packaging preparation (graphics, licenses, photos etc.) the customer pays to

the supplier in full; i.e. the customer bears any and all costs related to the preparation and production of the printing of packaging material for goods delivered under this contract, including the graphic design.

- 6.6 The supplier will supply itself in advance the packaging material necessary for the packaging of goods for the customer, so that it has packaging material in stock for a period of usually three months based on an estimated volume of orders in accordance with the framework purchase contract or approved price offer, unless the supplier of the packaging requires higher minimum quantities it is willing to supply to the supplier. In any case, the amount of pre-stock is not binding for the supplier, and it is solely up to the supplier how much stocks of packaging material he will hold. In the event of termination of the contractual relationship between the contracting parties (for any reason), the customer is obliged to reimburse the supplier all costs incurred in connection with the supply of packaging material for the purposes of fulfilment of this contract, which the customer agrees to and the customer shall reimburse these costs to the supplier in full.
- 6.7 The contracting parties have agreed that a customer may be named as the manufacturer on the packaging of the goods according to the agreement if the contracting parties agree on that. If it is agreed that the customer will be named as the manufacturer on the packaging, the supplier reserves the right to decide whether or not the supplier will also be named as a manufacturer on the goods.
- 6.8 The customer grants the supplier a license for any use of any graphic elements supplied by the customer to the supplier in connection with the preparation of packaging for goods delivered under this contract for any use in accordance with § 19 sec. 4 of the Copyright Act without material, territorial and time restrictions with the possibility of assignment to a third party and with the possibility of granting a sublicense. The customer undertakes to settle the copyrights with the authors of these works so that the granting of a license by the customer in the extend as specified herein is valid and effective. At the same time, the customer grants a consent to the supplier to use any trademarks to which it exercises the rights to use them on the packaging of products supplied by the supplier.

7. Liability

- 7.1 The customer is liable and will indemnify the supplier for any costs, expenses, claims, actions or requests that may be brought against the supplier or incurred by the supplier, its employees, agents, suppliers, contractors or visitors in connection with any injury, accident, loss or damage of any kind to a person or property of any kind that will be caused by: (i) the customer's activities and/or, (ii) the performance of the customer's rights and obligations under this contract and/or, (iii) the performance of the supplier's rights and obligations under this contract and/or, (iv) breach of the duty of confidentiality and/or, (v) breach of the minimum product purchase obligation if they are agreed and/or, (vi) activities of the customer, its employees, managers, invited persons, suppliers or other persons involved in implementation of this contract and the subsequent sale of goods by customer to the third parties, including fines/sanctions imposed by third parties, including public authorities.
- 7.2 The customer undertakes to compensate the damage and costs in full without limitation, including any costs incurred by the supplier for legal, tax or financial advice from professional advisers which the supplier may incur in connection with claims, proceedings, disputes or other documents or facts described above.
- 7.3 The contracting parties shall not be liable for non-performance of their obligations under the contract if it appears that the non-performance is due to unforeseen and unavoidable circumstances of an extraordinary nature, which circumstances and their consequences could not have been foreseen, prevented, avoided or overcome. In particular, the following circumstances exclude liability: wars, whether declared or not, civil disturbances, riots, revolutions, sabotage, natural disasters, floods, boycotts, strikes and embargoes of every kind, interference by public authorities, whether lawful or unlawful, measures by the authorities.
- 7.4 The contracting party seeking to exclude liability is obliged to immediately inform the other contracting party in writing about the occurrence of circumstances precluding liability and their consequences for the fulfilment of contractual obligations.
- 7.5 The contracting party thus released from liability for non-fulfilment of a specific obligation is not obliged to pay for the incurred damage, contractual penalty or other possible sanctions related to the breach of this specific obligation.

8. Termination of the contractual relationship

- 8.1 Unless otherwise agreed between the contractual parties, the contract is concluded for an indefinite period of time.
- 8.2 Termination of the contractual relationship established by the framework purchase contract or by the approved price offer must be made in writing.

- 8.3 A contractual relationship agreed for an indefinite period of time may be terminated by both contractual parties subject to a three-month notice period at the end of the calendar year.
- 8.4 A contractual relationship agreed for a definite period of time cannot be terminated without any reason.
- 8.5 The supplier is entitled to withdraw from the contract, with effect from the date of delivery of the written notice of withdrawal to the customer, in particular (but not exclusively) if the customer's assets have been legally declared bankrupt, or the bankruptcy petition has been dismissed due to lack of assets, or the customer is in arrears with payment of the purchase price for the goods for more than 15 days.
- 8.6 The contracting parties agree that in the event of withdrawal from the contract, any written correspondence will be sent by registered mail. If the document cannot be delivered to the other contracting party, the document shall be deposited at the post office and shall be deemed delivered within 3 (three) days from the day when it was deposited at the post office, even if the other contracting party did not learn about it.
- 8.7 The payment of a contractual penalty shall not relieve the contracting party that has breached an obligation under this contract from the obligation to perform the obligation for the breach of which the contractual penalty was agreed, provided that the obligation is insisted upon by the entitled contracting party and without prejudice to the entitlement of the entitled contracting party to compensation for damages incurred as a result of the breach of the contractual obligation that gave rise to the entitlement of the entitled contracting party to the payment of the contractual penalty.

9. Other conditions

- 9.1 The place of performance for the supplier is the place specified in the order. Only the place in accordance with the approved price offer or the framework purchase contract can be determined as the place of performance.
- 9.2 The general court of the supplier has jurisdiction to resolve disputes arising from the contract concluded between the supplier and the customer, and the jurisdiction of the courts of the state in which the supplier has registered seat is agreed.
- 9.3 The supplier shall inform the customer of any changes in the specification of the goods. The customer can either agree to the changes of the properties of the delivered goods or reject the changes, in which case the contract expires. The same procedure applies to any changes made by the supplier to the characteristics of the packaging of the goods.
- 9.4 No agreements and arrangements exist unless they are confirmed in writing.
- 9.5 These T&C may be changed and amended only with the express written consent of the supplier.
- 9.6 All legal relations between the customer and the supplier, including the question whether or not the order was created, are governed exclusively by the law of the state in which the supplier has registered seat.
- 9.7 In the event that some parts of these T&C of the supplier are invalid, ineffective or unenforceable, the validity, effectiveness and enforceability of other parts of the T&C remain unaffected.
- 9.8 If these T&C regulate the rights of the supplier, this does not limit or otherwise affect any rights of the supplier arising from the law.
- 9.9 The contracting parties undertake to keep all confidential information received about the contractual partner confidential for an unlimited period of time. This applies in particular to any information that is declared confidential or information that is legibly a business or trade secret. The contracting parties are entitled to publish the fact of cooperation and promote it only with the prior express and written consent of the supplier. The use of the supplier's trade name, brand or other trademarks is subject to the prior written consent of the supplier.
- 9.10 These T&C are drafted in several languages. The T&C are binding for the contracting parties in the language in which the framework purchase contract respectively the approved price offer is prepared. If the framework purchase contract respectively the approved price offer is prepared in the language version in which the T&C are not prepared, the T&C in English language are binding.
- 9.11 The supplier is entitled to change these T&C, especially if it is required by law, always with effect from the first day of the calendar month, and is obliged to inform the customer by e-mail at least one week before the changes take effect, together with sending a new wording of the T&C or by their publication on www.lunter.com/customers. The amended T&C become binding for both contracting parties upon entry into force. In justified cases, when required by legal regulation in accordance with generally binding legal regulations, the effectiveness of changes of these T&C may be determined by the supplier at an earlier date.