

GENERAL PURCHASE TERMS AND CONDITIONS OF THE COMPANY Erba Lachema s.r.o. (hereinafter referred to as "GPTC")

1. Introductory provisions

- 1.1. Scope of GPTC.** These GPTC shall regulate the mutual rights and obligations of the company Erba Lachema s.r.o., ID-No.: 269 18 846, with its registered office at Brno, Karásek 2219/1d, Zip Code 621 00, Czech Republic (hereinafter referred to as the "Purchaser") and its contractual and business partners acting as entrepreneurs. These GPTC are binding for all business relations of the Purchaser and its business partners in which the Purchaser acts as a customer, client, purchaser or an entity in a similar position, mainly in relation to purchase agreements, contracts for work, service agreements or agreements with similar subject-matter including framework agreements on the basis of which partial contracts are concluded with the subject-matter as defined above.
- 1.2. Consent with GPTC.** By presenting an offer to the Purchaser and/or the confirmation of an order by the Purchaser and/or by concluding an agreement and/or supplying goods, the contractual partner as the seller, supplier or the contractor or as an entity in a similar position in relation to the Purchaser (hereinafter referred to as the "Contractor") confirms to agree with the provisions of these GPTC and be fully bound by them.
- 1.3. Application of the GPTC.** These GPTC shall apply in full scope unless the Purchaser and its Contractor (collectively hereinafter referred to as the "Parties") agree on some conditions in the agreement otherwise. Written arrangements of the Parties differentiating from these GPTC shall prevail over the provisions of these GPTC.
- 1.4. Other terms & conditions.** The application of General Business Terms and Conditions of the Contractor is hereby excluded, unless explicitly accepted in writing by the Purchaser. Action by the Purchaser and performance of the agreements by the Purchaser shall not be deemed as a consent with the application of conditions different from these GPTC of the Purchaser.

2. Agreement

- 2.1. Subject-matter.** Unless otherwise stipulated, the term "goods" also includes the performance of work, provision of service or similar performance conducted by the Contractor on the basis of an agreement concluded with the Purchaser.
- 2.2. Order.** Only orders of the Purchaser submitted in writing or via e-mail shall be deemed binding. Purchaser's demand addressed to the Contractor for the provision of a particular offer regarding the supply of goods specified in such offer, shall by no means be deemed as a binding order under this art. 2.2. GPTC. An order by the Purchaser is only valid if it is placed by the respective authorized person. Oral/phone orders or agreements as well as their amendments require subsequent confirmation in writing or via e-mail by the Purchaser, or the person authorized by the Purchaser. The Contractor is bound by the requirements (e.g. required expiry date) set for the goods in the Purchaser's order. Upon placing an order following up a previous offer by the Contractor the agreement shall be deemed concluded. If Purchaser's order does not follow up a previous offer by the Contractor, the agreement shall be deemed concluded upon Contractor's confirmation of the Purchaser's order. Unless otherwise stipulated or agreed by the Parties, the Contractor must confirm an order in writing or electronically via e-mail, without undue delay, but no later than within 5 business days from its dispatch to the Contractor. By the expiry of the time limit pursuant to the previous sentence, the agreement shall be deemed concluded in the scope and with the content pursuant to Purchaser's order. If the Purchaser's order is equipped with an order number, the Contractor is obliged to indicate such number on all business documents regarding the legal relationship arising from the particular order of the Purchaser, mainly on tax documents.
- 2.3. Deviations.** Any confirmation or acceptance of the Purchaser's order by the Contractor with any even irrelevant deviation, shall not be deemed as a confirmation of the order but represents a new offer, whereas Section 1740 (3) of the Act No. 89/2012 Coll., Civil Code (hereinafter referred to as "CC") shall not apply to the acceptance of Purchaser's orders by the Contractor.
- 2.4. Mandatory form.** If the form for legal acts as set out in art. 2 of this GPTC is not respected, invalidity of the respective act may be objected irrespective, whether performance already rendered or not. Section 582 (2) of CC shall not apply.
- 2.5. Place of delivery, danger of damage to the goods.** Unless otherwise agreed by the Parties in the agreement, the place of delivery and takeover of the goods is the registered office of the Purchaser, whereas the delivery of the goods shall be subject to the delivery term DDP registered office of the Purchaser – Brno (INCOTERMS 2020). The Contractor is obliged to hand over all documentation regarding the ordered goods upon their delivery to the Purchaser, otherwise the Purchaser is not bound to take over the goods. The goods shall be deemed duly delivered upon their handover to the Purchaser or to a representative appointed by the Purchaser at the place of delivery and upon Purchaser's, or its appointed representative's confirmation thereof on the respective document (a handover protocol, a delivery note, a payment receipt etc.). The danger of damage to the goods shall transfer to the Purchaser at the moment of proper delivery. The Contractor shall at its own cost arrange for suitable transport as well as suitable packing of the goods, so that the goods supplied do not get damaged during individual deliveries. The Contractor shall ensure in particular – but not only – that the goods subject to specific transport conditions, are transported under such specific conditions. The Contractor bears full responsibility for any damage to the goods or health and property of third parties, as well as the environment, caused in connection with the transport of the goods and/or as a result of inappropriate packing.
- 2.6. Transfer and retention of title.** The title to the goods transfers to the Purchaser at the moment of its duly delivery pursuant to art. 2.5. GPTC. Retention of title must be explicitly agreed upon in the agreement.
- 2.7. Delivery date.** Unless otherwise agreed by the Parties in the agreement, the delivery dates agreed upon in the agreement are binding. Premature delivery in contrast with the agreed delivery date is subject to the Purchaser's previous written approval and does not have any impact on the agreed payment term. Unless the delivery date in the contract or an order not explicitly indicated, goods must be delivered within 5 business days following the acceptance of the Purchaser's order by the Contractor, but not later than within 15 business days of the dispatch of Purchaser's order to the Contractor. The Contractor undertakes to immediately inform the Purchaser about all delays regarding delivery the Contractor learns about from the moment of conclusion of the agreement until the duly delivery of the goods. The on-time delivery of the goods, however in a smaller quantity than agreed, shall be deemed also as a breach of the agreed delivery time. If the delivery date is not met, the Purchaser is, among other legal claims, entitled to demand the delivery of the goods, claim damages resulting from the delay, as well as to withdraw from the agreement. The Contractor shall be liable for delivery delays caused by its subcontractors or third parties. The Purchaser is entitled at the expense of the Contractor to return or refuse premature or excessive deliveries.
- 2.8. Purchase price.** The purchase price of the goods shall be determined by the Contractor's offer accepted by the Purchaser via an order and/or in the price list of the Contractor approved in advance and in writing by the Purchaser.

Price modifications are always subject to a previous written agreement of the Parties. The purchase price of the goods shall be deemed fixed and final.

2.9. Billing. The purchase price of the goods may be invoiced by the Contractor to the Purchaser only after the proper delivery of the goods via an electronic tax document (an invoice) fulfilling all requirements pursuant to the respective legal regulations and containing the Purchaser's order number, whereas it shall be delivered electronically via an e-mail to the following address of the Purchaser: ucetni@erbamannheim.com. The Purchaser and the Contractor explicitly agree with the issuance and receipt of electronic tax documents as stipulated in the previous sentence. Unless otherwise agreed by the Parties in the agreement, invoices shall be due within 90 days following their delivery to the Purchaser. Except fulfilling the legal requirements set for a tax document, each invoice must also contain data on the place of delivery of the goods, goods classification under customs nomenclature and in case of a Contractor with its registered office outside the Czech Republic, also information regarding the amount, weight and the country of the origin of the supplied goods. Should an invoice of the Contractor fail to fulfill the requirements set out in these GPTC, such invoice shall not be deemed duly delivered to the Purchaser, whereas the maturity period of the invoice shall be initiated upon the moment of the delivery of the invoice as indicated herein and meeting the requirements of this art. 2.9. GPTC.

2.10. Declaration and obligations of the Contractor in relation to the delivered goods.

The Contractor is obliged to ensure that the delivered goods are in compliance with all legal and other generally binding regulations as well as with the technical and other standards valid in the Czech Republic and the EU. Furthermore, the Contractor is also obliged to ensure that all goods were properly marked in accordance with the obligatory standards valid in the Czech Republic and the EU. The Contractor is obliged to deliver the supplied goods along with the respective inspection certificate on product compliance with the obligatory regulations valid in the Czech Republic and the EU, if required by such regulations or agreed by the Parties. The Contractor declares to be in full compliance with the legal requirements and other standards related to environmental protection, whereas its goods also fully meet such requirements. Contractor guarantees that the supplied goods fulfill the requirements of agreed specification or Contractor's catalogue no. Goods specification may not be changed without Purchaser's prior written consent, whereas a specification/catalogue no. change request must be submitted by the Contractor at least 180 days in advance.

2.11. Documentation.

Unless otherwise requested by the Purchaser in writing or via e-mail, manuals to the supplied goods, assembly, use and operation instructions, if applicable, documents on maintenance and repair of the goods, technical documentation, initial revision (if carried out), as well as declaration of conformity, safety lists and documents containing information regarding the storage and handling of the goods shall be provided to the Purchaser complete and free of charge in Czech or English language, along with the delivery of the goods, at the latest. The Purchaser is entitled to reproduce, process such instructions and documents, as well as to distribute them among its customers.

2.12. Liability for defects.

The Contractor shall be liable to the Purchaser for the defects the goods suffer from at the moment of their delivery. The Purchaser shall conduct an inspection of the goods as part of the initial control of the goods prior to the first use of the goods by the Purchaser. The goods shall be deemed defective also if they do not meet the declared particular properties, quality or do not comply with the requirements of the order or are unfit for use from the perspective of their regular purpose.

2.13. Warranty.

The Contractor warrants that the goods shall remain free from all defects, for a period of 24 months upon commissioning. Notwithstanding the previous sentence, the warranty period shall expire not later than 36 months from the delivery of the goods to the Purchaser. With regard to goods marked in the Contractor's offer as goods with a certain shelf life or durability, the Contractor's warranty shall cover the period ending with the date of durability, or expiry date indicated on the packaging of the goods, whereas the remaining durability or shelf life of the goods upon their delivery shall amount to at least 95% of the maximum period of durability or shelf life of the particular goods. Supply of goods with a durability period or shelf life shorter than indicated in the previous sentence is always subject to the Purchaser's prior written approval. In case construction works form part of the supply by the Contractor, the warranty period amounts to 60 months from the day of the take-over of the supply by the Purchaser. The warranty periods stipulated in this art. 2.13. GPTC shall not apply, where the Contractor provides extended warranty periods. Regardless the fact, whether the defective performance represents a significant or insignificant breach of the agreement, the Contractor guarantees that the goods or any of their parts delivered defective or found defective during the warranty period shall be, as requested by the Purchaser, either replaced with new one and at the same time delivered to a place determined by the Purchaser, or repaired by the Contractor and/or the Contractor shall provide a discount from the price of the defective goods. The same applies in case the delivered goods do not comply with the technical requirements or properties and requirements specified by the Purchaser, in particular, but not limited to the properties in line with the declaration and obligations of the Contractor pursuant to art. 2.10. GPTC. In relation to goods supplied in numbered batches, the Contractor's liability for defective goods shall apply to the delivered (numbered) batch as a whole, resp. the Purchaser is entitled to assert its liability claims in relation to a numbered batch as a whole, if any piece of the goods supplied as part of a particular batch is found defective. All costs related to the procedures pursuant to this art. 2.13. GPTC, including transport costs shall be borne by the Contractor. The Contractor is obliged to remove the defects within the period determined by the Purchaser and in case not determined, within an adequate period of time, but not later than within 30 days from the day the Contractor was notified of the defects by the Purchaser. Should the Contractor fail to remove the defects within the period pursuant to the previous sentence, the Purchaser is entitled to withdraw from the agreement fully or partially and require indemnification or remove the defects on its own or eventually have them removed by a third party – all at the expense and risk of the Contractor. The aforementioned guarantee terms and conditions shall also apply to replacement supplies and repaired defects; which means that the periods indicated in this art. 2.13. GPTC shall start over once defect of the goods is removed.

2.14. Contractual penalty.

Should the Contractor breach its obligation to deliver the goods within the delivery date or in case of delay in removal of the defects of the goods, it shall pay to the Purchaser a contractual penalty amounting to 0.1 % from the price of the goods the delay relates to, for each initiated day of delay. If the subject-matter of the agreement is represented by the Contractor's obligation to transport or arrange the transportation of goods to the agreed place of delivery and within the agreed delivery date, the Contractor undertakes to pay to the Purchaser a contractual penalty amounting to EUR 40,- for each initiated day of delay in delivery. Purchaser's claim for indemnification in full amount along with the contractual penalty, even in the amount exceeding the contractual penalty is hereby not affected.

2.15. Indemnification. The Contractor shall indemnify the Purchaser for any and all damage incurred in connection with Contractor's conduct, which results in the breach of ownership title of third individuals or intellectual property rights of third persons in relation to the goods, their supply or use by the Purchaser or its customers. The obligation to indemnify the Purchaser for damage caused by the Contractor is in no way limited, whereas its limitation is excluded.

2.16. Withdrawal from the agreement.

Should the Contractor breach any of its obligations arising from the agreement or these GPTC, the Purchaser is entitled to withdraw from the agreement fully or partially or require the postponement of the effectiveness of the agreement to a later date with no further claims of the Contractor.

2.17. Insurance.

The Contractor is obliged to arrange a liability insurance and an insurance that covers expenses for the collection of defective goods for repair, as well as a liability insurance covering third party injuries, property damage and financial loss with the insurance cover amounting to at least EUR 200 000,- / individual insurance claim, maintain the insurance valid during the duration of the contractual relation uninterrupted and upon Purchaser's request provide a certificate thereof.

2.18. Intellectual property.

If the subject-matter of the agreement consists of the supply of the subject of intellectual property to the Purchaser (e. g. graphical design and modifications, logos, audio-visual and literary work, databases including their actual physical versions), the Purchaser shall be granted the exclusive right of use in all manners, unlimited by time and space. The Contractor is liable for the uninterrupted performance of this right by the Purchaser. Unless otherwise agreed by the Parties in the agreement, the fee for the exercise of the right described herein, is included in the agreed purchase price.

3. Common and final provisions

3.1. Assignment and set-off. The assignment of Contractor's financial claims against the Purchaser or their set-off against Contractor's receivables against the Purchaser is subject to Purchaser's previous written consent. Unilateral set-off of Contractor's receivables against the Purchaser against the Contractor's receivables against the Contractor is also subject to prior written consent of the Purchaser. The Purchaser is entitled to assign all of its receivables against the Contractor, including undue ones or unilaterally set them off against the Contractor's receivables against the Purchaser without previous written consent of the Contractor.

3.2. Change of circumstances.

The Parties agree that the risk of change in circumstances, and the related consequences within the meaning of the provision of Section 1765 (2) of CC, shall be borne solely by the Contractor. This does not affect the rights of the Purchaser resulting from the change of circumstances pursuant to the provision referred to above as well as pursuant to Section 1766 of CC.

3.3. Force majeure.

In case of delay in the delivery of the goods, damage of goods or breach of any obligation under the agreement or these GPTC, where the Contractor proves without any doubt that these occurred as a result of circumstances not caused by the Contractor, or are the result of circumstances outside the will of the Contractor such as a fire, forfeiture, embargo, riot, epidemics, official bans, general lack of certain materials, restriction of energy consumption, etc., or as a result of accepted measures by public authorities, the Contractor is not liable for the delay in delivery of the goods or late with the fulfillment of its contractual obligations, whereas the delivery term of the goods by the Contractor is prolonged by the period the respective circumstances last; if these circumstances last longer than 30 days, the Purchaser is entitled to withdraw from the agreement.

3.4. Confidentiality.

The Contractor shall treat all business-related as well as technical information he learns about during the business relationship or any business negotiation with the Purchaser as a trade secret, whereas it undertakes to keep such facts confidential. Logos, blueprints and similar intellectual property and background material of the Purchaser may not be made accessible or otherwise provided to third persons without the Purchaser's prior written consent. Any and all reproduction and distribution of such subjects by the Contractor is subject to the Purchaser's prior written consent and must be carried out in the scope according to the laws regulating intellectual property rights. Following the fulfillment of its obligations, the Contractor is obliged to return the provided objects to the Purchaser without undue delay. The Contractor undertakes to bind its subcontractors in the same scope as stipulated in this article of GPTC. Without the Purchaser's previous written consent, the Contractor is not entitled to provide any third party with any information regarding the formation, conditions and content of the contractual relationship and business cooperation between the Contractor and the Purchaser.

3.5. Data processing.

The Purchaser is entitled to record and process for its own needs the data on the Contractor received on the basis of the business relationships or in connection therewith, originating both from the Contractor or third persons.

3.6. Non-exclusivity rules.

Unless otherwise agreed by the Parties in an agreement, the contractual relationship of the Contractor and the Purchaser shall be non-exclusive, i.e. none of the provisions of these GPTC shall be construed as limiting any of the Parties in acting towards and concluding agreements with third parties with the same or similar subject-matter as the one forming the content of the business relationship of the Parties.

3.7. Packing.

If the goods supplied by the Contractor pursuant to the agreement or these GPTC are materials intended for packing of devices, tools as well as other products of the Purchaser, as well as in relation to packing material used to pack supplied goods, which are not considered to be packing materials, the Contractor undertakes that the goods supplied in this way and the respective packing shall meet the requirements under the effective legal regulations, in particular the Czech and EU legislation on the field of packing and waste management.

3.8. Governing law.

All legal relationships resulting from these GPTC or from an agreement concluded between the Parties shall be governed by the laws of the Czech Republic, particularly the Act No. 89/2012 Coll., Civil Code, as amended, with the specific exclusion of the application of the UN Convention on Contracts for the International Sale of Goods (CISG).

3.9. Dispute resolution.

Any and all disputes which may arise from or in connection with these GPTC or from or in connection with an agreement concluded between the Parties shall be submitted to the courts of the Czech Republic, locally competent according to the registered office of the Purchaser.

3.10. Severability.

If particular provisions of these GPTC or individual agreements are or become invalid and/or unenforceable, it shall not result in the invalidity and/or unenforceability of the whole GPTC or individual agreements. In this case, the Parties undertake to replace the invalid and/or unenforceable provisions with provisions which correspond from an economic perspective and with regard to the original purpose to the most with the invalid and/or unenforceable provision.

3.11. Force and effect.

These GPTC shall become valid and effective on 27.01.2020. The Purchaser is entitled to unilaterally modify these GPTC.

