

GENERAL SALES TERMS AND BUSINESS CONDITIONS- E-SHOP

DB Biotech, spol. s r.o.

Article I. INTRODUCTORY PROVISIONS

- 1.1. Business company DB Biotech, spol. s r.o., with a registered location at Popradská 80, 040 11 Košice, CIN: 36 606 936, TIN: 2022188399, VATIN: SK2022188399, entered into the Business Register of a District Court Košice I, section Sro, insert no. 18090/V (hereinafter as the „**Seller**“) is an operator of a purchasing portal/web on the website eshop.dbbiotech.com (hereinafter as the „**e-shop**“ or „**purchasing portal**“).
- 1.2. By using the purchasing portal a third person (hereinafter as the „**Purchaser**“) has the chance to browse the Seller`s Products designed for sale. At the same time, under terms and conditions stipulated by these General Sales Terms and Business Conditions - E-SHOP, and on condition that the Order has been confirmed by the Seller, the Purchaser may purchase the Product he has selected.
- 1.3. Further information related to the Seller and the e-shop is available on the email address info@dbbiotech.com, and on the telephone number +421 55 789 0010 only during working days between 9.00 a.m. and 3.00 p.m. This information may be changed or updated at any time on eshop.dbbiotech.com.
- 1.4. The governing body for the Seller`s activities, provided that all the statutory requirements are met, is Inspectorate of the Slovak Trade Inspection for the region of Košice, located at Vrátna 3, 043 79 Košice.

Article II. SCOPE

- 2.1. These General Sales Terms and Business Conditions - E-SHOP (hereinafter as „**GSTABC**“) govern rights, duties and obligations of the Contracting Parties and the terms and conditions in legal relationships between the Seller and the Purchaser, solely with regard to ordering and delivering Products through the e-shop as well as to defective product liability claims. These GSTABC also govern rights, duties and obligations of the Contracting Parties arising on the basis of Purchaser`s registration on the purchasing portal.
- 2.2. These GSTABC are obligatory and effective for the involved Parties to full extent, for the entire legal relationship of the Contracting Parties constituted on the basis of the Purchaser`s Order and confirmation of the Order (Order Confirmation) by the Seller within the purchasing portal, until the time of complete settlement of rights and obligations of the Contracting Parties arising from a legal relationship constituted on the basis of the Order and Order Confirmation.
- 2.3. These GSTABC apply only to legal relationships between the Seller and the Purchaser as entrepreneurs in terms of relevant provisions of the Commercial Code. The Seller excludes the use of these GSTABC, as well as the constitution of a legal relationship towards regular persons – customers, due to the specific character of Products which are not designed for use by ordinary customers. Regular person – customer is not eligible to place the Order for the Seller within the e-shop, and in the case he has done thus, he takes due note of the fact that a legal relationship of this person shall be governed solely by means of these GSTABC and subsequent legal regulations.

- 2.4. Without prior written consent by the Seller, the Purchaser must not transfer or cause transfer of rights and obligations, arising from the Purchase Agreement and these GSTABC, to third persons.

Article III. DEFINITIONS AND INTERPRETATION OF TERMS

- 3.1. Terms, expressions and phrases, not otherwise cogently separately delimited by the Contracting Parties, these GSTABC or legal regulations, have the following meanings for the purposes of mutual legal relationship of the Contracting Parties:
- 3.1.1. Without delay means: the period of maximum 3 calendar days starting from the day when facts arose effectuating continuation of the respective period.
 - 3.1.2. Price means: monetary payment in the agreed currency for the Product, or Products respectively, which includes solely the price of the Product, or Products respectively, Seller`s costs incurred in relation to manufacturing, packaging, transport of the Product or Products performed by the Seller.
 - 3.1.3. Password means: security tool selected by the Purchaser at the registration on the Seller`s purchasing portal, which is designed to secure Purchaser`s communication through the Seller`s purchasing portal; it is not accessible to unauthorised persons and the Purchaser assumes responsibility for its confidentiality.
 - 3.1.4. Purchase Agreement means: bilateral obligatory legal act formed on the basis of sending the Purchaser`s Order to the Seller and issuing the Order Confirmation by the Seller which constitutes the Seller`s obligation to deliver the ordered Product to the Purchaser and transfer to him ownership rights pertaining to the Product, and to fulfil obligations in compliance with GSTABC; whereas for the Purchaser arises the obligation to accept the ordered Product and pay the agreed price to the Seller, and to fulfil obligations in compliance with the Agreement and GSTABC.
 - 3.1.5. Purchaser means: natural person – entrepreneur or legal person who has an interest in obtaining the Product through the e-shop, and for this purpose he sends, under additionally stipulated terms and conditions, the completed Order to the Seller.
 - 3.1.6. Delivery period means: the period for delivering the Product to the Purchaser which, in the case of the immediately available Product, lasts maximum 14 calendar days, and maximum 120 calendar days in the case of the unavailable Product, and it starts on the day following payment of the full price stated in the invoice issued by the Seller.
 - 3.1.7. Commercial Code means: Act number 513/1991 Zb. z. of the Code as amended, which represents an integral part of the legal order of the Slovak Republic.
 - 3.1.8. Order means: unilateral obligatory legal act of the Purchaser addressed to the Seller and executed solely in electronic form by means of the web interface of the e-shop.
 - 3.1.9. Order Confirmation means: unilateral obligatory legal act of the Seller addressed to the Purchaser and executed solely in electronic form by means of the web interface of the e-shop.
 - 3.1.10. Seller is the legal person conducting entrepreneurial activities for the purpose of gaining a profit who, within the execution of the registered subject of activity, is mainly engaged in the development,

manufacturing, distribution and sale of rabbit clonal antibodies – Products, also through the established e-shop .

- 3.1.11. Product means: rabbit clonal monospecific antibody, expressly specified by the Contracting Parties in terms of the Order in Order Confirmation, which is designed for further use for peaceful purposes in compliance with valid regulations and methods, solely for the purpose of its use by the Purchaser on the territory of a country in which the Purchaser has its registered seat stated in the Order and for his own commercial or non-commercial use.
- 3.1.12. Standard working time means: working time during business days on the territory of the Slovak Republic between 9.00 a.m. and 3.00 p.m. CET.
- 3.1.13. Force majeure means: unpredictable obstacle arising or occurring independently of the will of the obliged party, which prevents or hinders it from fulfilling its obligation, and it cannot be reasonably assumed that the obliged party would reverse or overcome this obstacle or its consequences, or could have predicted this obstacle at the time when the respective obligation was constituted. The obstacle may also be a natural disaster, war conflict, strike, official prohibition, imposition of an embargo, holdouts in customs or other official proceedings.
- 3.1.14. Representative of the Contracting Party means: a selected third natural person that is eligible to act on behalf and account of the represented Contracting Party with regard to the use of the e-shop and that is obliged to proceed in compliance with these GSTABC, whereas it is always the represented Contracting Party that is responsible and accountable for this person`s activity and its consequences in relation to the other Contracting Party.
- 3.1.15. Contracting Parties mean: Seller and Purchaser jointly.

Article IV.

CONSTITUTION OF LEGAL RELATIONSHIPS AND ORDERING OF PRODUCTS

- 4.1. Legal relationships between the Seller and the Purchaser in terms of these GSTABC are constituted on the basis of the Purchaser`s Order and Order Confirmation by the Seller solely performed through the e-shop.
- 4.2. The Seller has the exclusive right to change Products and the price of individual Products published on the purchasing portal.
- 4.3. Purchasing of Products is performed through issuing and sending the Order by the Purchaser on the Seller`s purchasing portal, when the Purchaser`s Order must be confirmed by the Seller in compliance with GSTABC, otherwise the contractual relationship is terminated.
- 4.4. If the Order has been confirmed by the Seller through procedures in accordance with GSTABC, the Seller shall deliver the ordered Product within the specified delivery period pursuant to 3.1.6. of GSTABC. Before the Order has been sent by the Purchaser, the Purchaser is notified on the purchasing portal and in GSTABC with the information about the Seller, ordered Product, Product price, payment terms and conditions, defective product liability, warranties provided in terms of defective products, obligation to pay the Product price. The Purchaser acknowledges consent with these terms and conditions by clicking at the respective field (button, function) before sending the Order on the purchasing portal. By sending the Order the Purchaser confirms that he has been informed about the fact that submitting the Order and part of the Order represents the obligation to pay the price of the ordered Product.

- 4.5. For the purpose of active purchasing on the Seller's purchasing portal the Purchaser may opt for registration. The Purchaser may perform registration before selecting the Product or within the process of Product ordering. The Purchaser is obliged to provide details in required fields of the registration form. The condition for registration is, among other things, provision of communication of the Purchaser on the purchasing portal by creating his own password. At the same time, by completing the registration form the Purchaser grants consent for processing his personal and other data and consent with terms and conditions pursuant to GSTABC. In the case of changes in this data, the Purchaser is obliged to update this data without delay on the purchasing portal when sending the Order, with respect to the fact that correctness, truthfulness and up to date status of this data has an effect on delivering the ordered Product to the Purchaser. Mandatory fields of the registration form are marked "*". The Purchaser is obliged to provide correct, complete and truthful information. Non-fulfilment of the above-mentioned obligations on part of the Purchaser shall be interpreted against his benefit.
- 4.6. The Purchaser views and selects Products by categories provided in the product menu of the purchasing portal, or by clicking at the Product image respectively. With the Product the Purchaser shall select details according to publicised order information and by clicking the button „Add to basket“ he shall add the Product to his Order. In the case that the Purchaser has finished the process of selecting Products, he shall click the button „Order with payment obligation“. Otherwise he is entitled to return to the process of selecting the goods by clicking at „Continue shopping“.
- 4.7. The process of placing the Order by the registered Purchaser consists of 4 standard steps: a) selection of the Product b) selection of the payment method, transport and transport price, c) consent with GSTABC d) sending the Order by clicking the button „Order with payment obligation“. Within each of these steps the Purchaser follows navigation instructions. The Purchaser is obliged to provide complete, truthful and correct information inevitable for proper delivery of the Product. The Purchaser is obliged to check correctness of selected data and details within the process of ordering the Product before these are finally sent to the Seller. The process of placing the Order by the unregistered Purchaser is reasonably governed through the above-mentioned process, when the inevitable condition for Order completion is the provision of required identification details of the unregistered Purchaser.
- 4.8. The application of any other terms and conditions of the Purchaser specified in the Order, other document, message or e-mail of the Purchaser, which are at variance with these GSTABC and have not been accepted on the basis of a separate agreement with the Seller, is unambiguously excluded.
- 4.9. The Purchaser's Order is considered to be sent if it has been delivered to the Seller and it contains all details required by the Seller – name of the ordered Product, its volume, delivery and invoicing address, Purchaser's e-mail and telephone contact.
- 4.10. Before sending the Order to the Seller, the Purchaser is always required to click and confirm the acknowledgement and agreement with the Seller's valid GSTABC, considering them to be an integral part of the contractual relationship between the Seller and the Purchaser. The process of placing and sending the Order by the Purchaser may not be completed without performing this procedure. Each Order is given its registration number. Unless otherwise determined by the Seller, the Purchaser also provides the Order number when communicating with the Seller and during the payment.
- 4.11. The Purchaser sends the Order to the Seller through the purchasing portal. This Order is the Purchaser's proposal to conclude the Purchase Agreement under contract terms and conditions pursuant to these GSTABC. The order is designed for the Seller to issue Order Confirmation within the period of 3 business days after its receipt by the Seller, unless otherwise stipulated by these GSTABC. By sending the Order to the

Seller through the purchasing portal the Purchaser shows the will to be bound by his Order during the respective period, buy and accept the selected Product or Products for the price, in compliance with terms and conditions of GSTABC, provided that the Order has been confirmed by the Seller. After delivering the Order, the Seller shall without delay notify the Purchaser in electronic form on receipt of the Purchaser's Order and entering the Purchaser's Order into the Seller's system. Electronic notification on receipt of the Order does not represent Order Confirmation by the Seller pursuant to 3.1.9 of GSTABC and does not constitute establishment of a separate Purchase Agreement.

- 4.12. On the basis of the agreement of the Contracting Parties and in compliance with GSTABC, the Purchase Agreement between the Contracting Parties is concluded if the Seller has sent the Order Confirmation to the Purchaser. The Seller shall send Order Confirmation to the Purchaser within the period of 3 days after its receipt. Order Confirmation constitutes conclusion of the Purchase Agreement between the Contracting Parties. The Seller, on the basis of the agreement of the Contracting Parties and these GSTABC, is obliged to fulfil the confirmed Order within the Delivery period pursuant to 3.1.6. of GSTABC.
- 4.13. Legal obligation for acceptance of the the Order by the Seller is excluded, the Seller is entitled to decline the Purchaser's Order mainly for reasons specified below. In the case that the Seller has not issued Order Confirmation within the period of 3 days after receipt of the Order, this is deemed to mean that the respective Order has not been accepted. The unconfirmed Order or its part does not oblige the Seller.
- 4.14. If the Seller has not been able to issue Order Confirmation for the Purchaser to the full extent of his Order (e.g. 1 Product from 4 ordered Products is not available) or if he proposes the change(s) of the Order or the change(s) of delivery terms and conditions for other reasons, the Purchaser shall be notified about this fact via e-mail or in any other suitable manner. At the same time he shall be requested to express his agreement, or disagreement respectively, with the respective change. The Purchaser is obliged to express his agreement, or disagreement respectively, within the period of 2 days after the proposed change has been notified. During this period all available Products from the Purchaser's Order shall be reserved for the Purchaser. If the Purchaser has agreed with the changes proposed by the Seller, the Seller shall, complying with other terms and conditions of GSTABC, without delay issue Order Confirmation. If the Purchaser has not agreed with the proposed change(s) of the Order within the respective period, the Purchaser's Order is, after expiry of this period, deemed to be unconfirmed pursuant to 4.13 of GSTABC.
- 4.15. On certain occasions and before sending the Order Confirmation the Seller reserves the right to request the Purchaser to provide other necessary documents, details, or possibly verify correctness of Purchaser's personal data, e-mail address or telephone number, or verify whether he is not a person not eligible to purchase the product, as stipulated in 2.3 of GSTABC. The Seller is at any time entitled, depending on the character of the Purchaser's Order, to request from the Purchaser additional authorisation of the Purchaser's Order or identity in a suitable manner, for instance in written form, via e-mail, SMS or telephone. If the Purchaser has not performed additional authorisation in the manner and within the period required by the Seller, the Purchaser's Order is, after expiry of this period, deemed to be unconfirmed pursuant to 4.13 of GSTABC.
- 4.16. If the Seller, before or after issuing Order Confirmation, finds a misprint, system, human or other error related to the Product, its price, availability, volume or possibility of its delivery, and also in the case that stocks have been sold out, in the case of unavailability of the Product or he is not able to deliver the Product to the Purchaser within the Delivery period or for the price provided on the purchasing portal, or due to force majeure, he shall notify the Purchaser about these facts without delay. The Seller and the Purchaser are, in any of these special circumstances, entitled to withdraw/terminate the Order (Purchaser) before it has been confirmed by the Seller, or decline it in the manner specified in 4.13 of GSTABC (Seller). If such special circumstances occur after Order Confirmation has been issued by the Seller, the Seller is entitled to terminate

the Purchase Agreement until the time of delivery of the ordered Product to the Purchaser. The Purchaser is also, in the cases when such special circumstances have been notified, entitled to terminate the Purchase Agreement in compliance with GSTABC and legal regulations. The Seller is also entitled to unilaterally terminate the Purchase Agreement and/or not to deliver the ordered Product to the Purchaser in the cases when he discovers that in mutual communication he has been provided with incorrect, incomplete or untruthful information related to the Purchaser, representative of the Contracting Party, or if there exists the risk, as a result of behaviour of the person with whom the Seller has communicated, of damage or harm suffered on part of the Seller (e.g. fraudulent activity).

- 4.17. After issuing Order Confirmation, the Seller is bound by this Order only to the extent to which Order Confirmation has been issued. Any separate requirements of the Purchaser towards the Seller which are not included in these GSTABC must be expressly and specifically stipulated in the Order and Order Confirmation, otherwise they are not obligatory for the Contracting Parties.
- 4.18. In the case that the Purchaser has any reservations against Order Confirmation, he is obliged to notify the Seller in writing, without delay, no later than until payment of the price, otherwise they shall not be taken into consideration.
- 4.19. The Purchaser is entitled to unilaterally terminate the Order within the period between sending the Order and sending Order Confirmation by the Seller, unless otherwise agreed upon with the Seller, or unless otherwise specified by these GSTABC.

Article V. EXECUTION OF SUBJECT OF LEGAL RELATIONSHIP

TIME AND MANNER OF DELIVERY

- 5.1. In the case of occurrence of an obstacles caused by force majeure, which has an effect on fulfilment of Seller`s obligations and if the Seller cannot eliminate these obstacles by his acts, the Delivery period is terminated until the time when such obstacles have ceased, and the Seller notifies the Purchaser about these facts without delay either in writing or via e-mail.
- 5.2. In the case that delivery of the ordered Product by the Seller becomes impossible, the Seller`s obligation to deliver the Product ceases.
- 5.3. The Seller is entitled, in exceptional and justified cases, to unilaterally prolong the Delivery period, however for not more than 5 calendar days, when he is obliged to notify the Purchaser about this fact without delay either in writing or via e-mail.
- 5.4. The seller shall notify the Purchaser about despatching the order Product to the Purchaser and the expected day and time of delivery of the Product if these facts are known to him. Apart from the Seller, the Purchaser may also be notified about the expected day and time of delivery of the Product by the transport contractor, via e-mail, text message or in other appropriate form (e.g. via telephone). The Purchaser agrees that the Seller provides necessary identification details of the Purchaser to a transport/shipping company or a delivery agent.
- 5.5. The Seller shall deliver the ordered Product to the address stated in the Purchaser`s Order and solely to the Purchaser or the Representative of the Contracting Party. Delivery or handover of the ordered Product to other person than the Purchaser or the Representative of the Contracting Party is not possible without prior separate consent by the Seller and without submitting documents required by the Seller. For this reason it is essential

that the Purchaser should provide his identification details correctly in the Order as well as details for delivery of the Product. A delivery agent of the ordered Product is entitled to, in relation to a person accepting the Product, ascertain and verify by suitable means whether in actual fact this person is the Purchaser or the Representative of the Contracting Party and is authorised to accept the delivered Product.

- 5.6. The Seller, unless otherwise agreed upon with the Purchaser, ensures delivery of the ordered Product through transport contractors and for prices provided on the purchasing portal, mainly within the process of Ordering. The manner of delivery of the Product is selected by the Purchaser on the purchasing portal, within the process of ordering the Product from options provided by the Seller.
- 5.7. In certain cases the Seller is entitled to change the manner of delivery of the Product selected by the Purchaser for other provided manner of delivery before sending Order Confirmation. In this case the Purchaser shall be notified about this fact, and the change of the Order shall be proposed to him, as well as of terms and conditions of the agreement pursuant to Article IV. of GSTABC, points 4.14. to 4.17 of GSTABC, and he will be notified about the changes of the costs related to delivery of the Product. Changes in costs related to delivery of the Product due to changes in the manner of delivery shall not be against the benefit of the Purchaser.
- 5.8. The Purchaser is obliged to accept the ordered Product, which sending he has been notified to in the manner stipulated in 5.4. of GSTABC, without delay and ensure its proper storage. Upon accepting the Product the Purchaser is obliged to show to the transport contractor, without being prompted to do so, authorisation to accept (take over) the delivered Product. Otherwise, the Product may not be handed over by the Seller's transport contractor.
- 5.9. The Seller's obligation to deliver the Product to the Purchaser in due and timely manner is fulfilled if, upon the transport by the Seller, the Product has been delivered to the Purchaser at the Purchaser's location or other place of delivery stipulated in the Order. If on the basis of the agreement between the Purchaser and the Seller the Product is transported by the Purchaser's transport contractor, the Seller's obligation to deliver the Product to the Purchaser in due and timely manner is fulfilled by submitting the Product to the Purchaser's transport contractor.
- 5.10. As a rule, documents associated with the Product which are necessary for its acceptance, use and utilisation shall be provided upon its delivery during the Delivery period in the place of this delivery, unless otherwise stipulated by the Seller for the Purchaser.
- 5.11. The Product is also delivered in due and timely manner in the cases when the Purchaser does not provide necessary cooperation in regards with the due and timely acceptance of the Product. In such cases the Seller is entitled to claim all costs incurred to him in this respect from the Purchaser.

PRODUCT VOLUME

- 5.12. For the purposes of mutual legal relationships the Contracting Parties are obliged to use measurement units of the metric system (International System of Units SI).
- 5.13. The Seller is also entitled to deliver the Product gradually, and such a gradual delivery has no effect on the price, and the Purchaser is not eligible to decline such partial gradual delivery of the Product.

PRODUCT PROPERTIES

- 5.14. Upon accepting (taking over) the Product the Purchaser is obliged, duly and with adequate professional care, to inspect the packaging for damages and completeness, including the comparison of the details stated on the certificate of delivery and the invoice. Non-provision of some details on the certificate of delivery or a possible typing error does not have any effect on fulfilment of the Seller`s obligation to duly deliver the Product. The Purchaser is obliged to record all objections in writing in the certificate of delivery.
- 5.15. In the case when any apparent defects were discovered in connection with the transport and/or the Product, the Purchaser is obliged to notify these without delay to the transport contractor as well as the Seller. The Purchaser is obliged to mark in the certificate of delivery all apparent damage to the consignment and any damage of the packaging. In the case it is discovered that the Product packaging is broken, the Purchaser is obliged not to accept the consignment from the transport contractor/delivery agent. By signing the certificate of delivery without any reservations the Purchaser attests that the delivered Product has been accepted (taken over) in unbroken packaging.
- 5.16. The Purchaser shall notify the Seller about damage to the Product via e-mail or in any other suitable form. Additional or subsequent reports of mechanical damage discoverable upon acceptance of the Product cannot be taken into consideration and such reports shall not be accepted.

Article VI. TRANSFER OF TITLE AND RISK OF LOSS

- 6.1. The Purchaser handles the delivered Product at his own liability and risk.
- 6.2. In the case of transport of the Product by the Seller, the risk of loss of the Product is transferred from the Seller to the Purchaser at the moment of receipt of the Product by the Purchaser into his disposition, however if at the first attempt by the Seller to hand over the Product to the Purchaser the Purchaser does not accept (receive) the delivered Product, risk of loss is transferred to the Purchaser only after performing the first unsuccessful attempt to submit (hand over) the Product.
In the case that the Product is transported by the Purchaser`s transport contractor, risk of loss is transferred to the Purchaser at the moment of submitting the Product to the first transport contractor.
- 6.3. The Purchaser is obliged, in due and timely manner, to inspect the delivered Product without delay after the transfer of risk of loss, while taking into consideration the Product`s character, however no later than on the following calendar day after receipt (acceptance) of the Product.
- 6.4. After transfer of risk of loss the Purchaser is obliged, at his own expense, to ensure mainly due protection of the Product from excessive heat, cold, temperature changes, light, humidity, activity of microorganisms and parasites, spill, vaporisation, loss, devastation, pollution, change in quality and properties, and if needed to insure the Product mainly against ruining, loss, degradation, damage, and handle the Product while complying with all obligations and conditions necessary to guarantee health and safety of persons and property and maintain the Product quality and Seller`s rights.
- 6.5. Any devastation, loss, degradation or impairment, damage to the Product incurred at the time after transfer of risk of loss to the Purchaser, does not constitute cessation of the Purchaser`s obligation to pay the respective price to the Seller for the delivered Product, except when the damage to the Product has been incurred as a result of violation of Seller`s obligation(s).

Article VII. PROPRIETARY RIGHTS

- 7.1. The Product is in sole ownership of the Seller. Proprietary rights to the Product are transferred from the Seller to the Purchaser only after fulfillment of all Purchaser's obligations towards the Seller and completed payment of the entire price and all Seller's receivables (retention of title).
- 7.2. In the case that the Product which pertains Seller's retention of title has been processed, treated, incorporated or implemented into the system, etc., together with things in property of the Purchaser or other person, during the period of retention of title the Seller becomes a co-owner of the processed, new item, while the value of the Seller's co-ownership interest shall be determined as the ratio of the price value to the accounts value of the processed item. The Purchaser who has proprietary rights to the Product, in the case the Product cannot be returned or submitted to the Seller due to its character, the Purchaser is obliged to refund the Seller with the sum the Purchaser gained using the item.
- 7.3. The Seller will enable the Purchaser to gain proprietary rights to the Product in compliance with these GSTABC.
- 7.4. The Product must not be used or made available by the Purchaser or a third person for other purposes than stipulated by these GSTABC.
- 7.5. In the case the Purchaser sells the Product to third persons in unchanged qualitative condition, the Seller has the right to require that the Purchaser should also use Seller's insignia as the Product author.

Article VIII. PRICE AND PAYMENT TERMS

- 8.1. The Purchaser is obliged to pay to the Seller the price for the delivered Product pursuant to Order Confirmation sent by the Seller. When creating the Order the price is decided by the volume and the type of the ordered Product, plus the transport costs according to the selected way of transport. The price of Products on the purchasing portal includes the value added tax (hereinafter as „VAT“), unless otherwise specified that the price is exempt the VAT. VAT is applied in compliance with relevant legal regulations.
- 8.2. The Product price does not include costs related to other services connected with Order fulfilment, transport of the Product by other person than the transport contractor specified by the Seller on the purchasing portal, delivery to another place and at different time than specified in Order Confirmation, unsuccessful delivery, repeated delivery of the Product, keeping, storing and insuring the Product after transfer of damage risk to the Purchaser, bank fees charged to the Seller, other charges related to the Product delivery, collecting claims by the Seller, customs, taxes, certification, penalties, sanctions. The Purchaser is obliged to pay these charges and costs on the basis of a separate statement of the Seller, unless otherwise stipulated further.
- 8.3. The Product price may be different due to apparent misprint or other error related to the Product price discovered in the Seller's system or published on the purchasing portal with the Product. Both the Seller and the Purchaser are entitled to terminate the Order, not to confirm the Order in the manner pursuant to 4.13 of GSTABC, or terminate the Purchase Agreement until the moment Product acceptance if the Purchaser has been notified about the change of some item due to apparent misprint or other error related to the Product price.

- 8.4. The Seller's entitlement to payment of the price is established on the day when the Seller has sent Order Confirmation to the Purchaser, unless otherwise stipulated by these GSTABC or agreement of the Contracting Parties.
- 8.5. The way of payment of the Product price and transport is selected by the Purchaser during the process of ordering the Product on the purchasing portal and it is specified in the Order together with a bill of costs:
- Account transfer/Invoice
 - Credit or other payment card/Invoice
- During the payment on of the following: the Purchaser's Order number, or the Seller's invoice number respectively, which has been notified to the Purchaser is the variable symbol of the payment. In the case an incorrect variable symbol is provided by the Purchaser upon payment and that results in the wrong price, the Purchaser bears all related risks, and at the same time the Purchaser is in default on fulfilment of the obligation to pay the Product price.
- 8.6. The Seller shall issue and deliver the invoice to the Purchaser in compliance with valid laws of the Slovak Republic. By sending the Order the Purchaser agrees that the invoice should be sent together with the Product and also made available to the Purchaser in electronic form, particularly sent together with Order Confirmation. The invoice in paper form is sent together with the Product and this invoice is at the same time a certificate of delivery, unless other separate certificate of delivery is delivered.
- 8.7. Due date of the payment is within 3 days after the Confirmation by the Seller is delivered and before the product is physically delivered to the Purchaser irrespective to the selected payment method.
- 8.8. Unilateral use of Purchaser's receivables towards the Seller's accounting without prior written consent of the Seller is not allowed, except enforceable claims lawfully awarded by court.
- 8.9. All costs incurred to the Purchaser in connection with fulfilment of Orders, including costs related to acceptance of the Product, retention, storage and insurance of the Product after transfer of risk of loss, for further use of the Product, are to the full extent borne by the Purchaser. The Purchaser also bears bank charges related to payment of the Price in the case of international payments, and for this purpose he is obliged to submit transfer payment code „OUR“. In the case of submitting other transfer payment code, the Seller is entitled to proceed pursuant to 8.2. of these GSTABC.
- 8.10. The Contracting Parties to the full extent separately bear their respective tax obligations and in relation to fulfilment of their obligations they proceed in compliance with relevant laws; the possibility to assume tax obligations of the other Contracting Party is excluded.
- 8.11. All Purchaser's obligations and duties to pay to the Seller monetary fulfilments shall be performed by the Purchaser through the non-cash payments e.g. via the payment order to be credited to the Seller's bank account, or possibly by means of a credit card or other payment card. These obligations and duties are deemed fulfilled only after crediting the whole amount due to the Seller's account. If the actual due date is not a business day or it is the day of public holiday, the respective amount shall be due on the following business day.

Article IX. DEFECTS

- 9.1. The Product is defective if it does not conform to specification stated in the Order Confirmation. The Seller is responsible for defects which the Product has at the time of transfer of risk of loss; the Seller is responsible for defects incurred after this time only if they have been caused by violation of his obligations in relation to the Product delivery. The Seller is responsible for Product defects associated with guarantee only to the extent of the guarantee.
- 9.2. If it is clear from the transport documents, Product delivery document or Seller`s declaration that the Product is delivered in smaller volume or only in part, provisions related to the Product defects do not apply to the missing part of the Product.
- 9.3. The Purchaser is obliged to state all apparent defects without delay upon receipt (acceptance) of the Product to the person from whom the Product has been received (obtained), and also to record exact specification of apparent defects in the Certificate of delivery.
- 9.4. The Purchaser is obliged to expressly notify the Seller in writing that the Product has defects with their exact specifications without undue delay after he has discovered such defects, or without undue delay after he should have discovered such defects when exerting professional care upon inspection, or without undue delay after such defects could have been later discovered when exerting professional care, however no later than within 3 calendar days after receipt (acceptance) of the Product. In the case that the Purchaser has not notified the Seller, in due and timely manner according to a previous sentence, that the Product has defects, or the Purchaser has not inspected the Product or has not ensured that the Product would be inspected at the time of transfer of risk of loss, or he has not discovered that the Product has defects, the Purchaser`s rights pertaining to and arising from Product defects cease to exist and the Seller is not obliged to fulfil Purchaser`s demands claimed on account of Product defects.
- 9.5. The Seller is not responsible for the Product defects which the Purchaser is aware of at the time of delivery of Order Confirmation or, except when defects are related to Product properties which the Product should have had according to separate written declaration of the Seller.
- 9.6. The Seller is not responsible for Product defects incurred in causal connection to events such as: non-fulfilment of conditions and obligations of the Purchaser arising from Order Confirmation, or these GSTABC; or due to unprofessional, inadequate manipulation, non-fulfilment of operational conditions, unauthorised interventions, physical damage, improper retention, storage, use, temperature and humidity fluctuations, use of software, mechanical tool or device, material equipment, handling and use of the Product on part of the Purchaser or third persons at variance with proper professional care.
- 9.7. The existence of defects during the time of delivery and at the time of transfer of risk of loss must be proved and demonstrated by the Purchaser.
- 9.8. The Purchaser is not entitled to demand delivery of the substitute Product if the Product, with regard to its character cannot be returned or submitted to the Seller in the same identical condition, quality, volume and packaging as it has been delivered. In the case of delivery of the substitute Product, the Seller is entitled to demand that the Purchaser should return the substituted Product to the Seller in the condition it has been delivered, and that the Purchaser should provide to the Seller compensation equalling the amount in which the Purchaser has benefited from using the Product.

Article X. GUARANTEE OF QUALITY

- 10.1. By guarantee of Product quality the Seller assumes the obligation that the delivered Product, exclusively during the period of usable life (warranty period) designated on the Product packaging, shall retain properties declared by the Seller.
- 10.2. Unless otherwise stipulated in the content of Order Confirmation, the warranty period starts on the day when the Product has been despatched.
- 10.3. The warranty period is ceased during the time when the Purchaser cannot use the Product due to defects for which the Seller is responsible. In the case of exchanging the Product, warranty applies to the substituted (exchanged) Product only until the end of the remaining part of the original warranty period.
- 10.4. The Seller`s warranty only applies to defects which originated in manufacturing, materials used or the manner of processing the Product by the Seller.
- 10.5. The Seller`s responsibility for defects to which the guarantee of quality applies is not constituted if these defects have been caused after transfer of risk of loss, by external factors or events and they have not been caused by the Seller or persons with the help of whom the Seller has fulfilled his obligation. If during the warranty period there have been any corrections or modifications made on the Product or changes caused by other person than the Seller, all rights arising from such guarantee cease to exist.
- 10.6. The Seller particularly does not guarantee the Product`s defects incurred i causal connection such as: non-fulfilment of conditions and obligations of the Purchaser arising from Order Confirmation, or these GSTABC; or due to unprofessional, inadequate manipulation, non-fulfilment of operational conditions, unauthorised interventions, physical damage, improper retention, storage, use, temperature and humidity fluctuations, use of programme, tool, device, material equipment, handling and use of the Product on part of the Purchaser or third persons at variance with due professional care, etc.
- 10.7. The Purchaser is obliged to expressly notify the Seller in writing before expiry of the warranty period that the Product has defects to which the guarantee applies, including their exact and complete specification, without undue delay after he has discovered such defects, or without undue delay after he should have discovered such defects when exerting professional care upon inspection, or without undue delay after such defects could have been later discovered when exerting professional care, depending on the defect character. In the case that the Purchaser has not notified the Seller, in due and timely manner according to a previous sentence, that the Product has defects to which the guarantee applies, the Purchaser`s rights pertaining to and arising from the guarantee cease to exist and the Seller is not obliged to fulfil Purchaser`s demands claimed on account of the guarantee.
- 10.8. In the case that the Purchaser files a guarantee claim, he is obliged to prove that the Product has been delivered by the Seller, and defects to which the guarantee applies existed as early as at the time of transfer of risk of loss to the Purchaser. The Seller is not obliged to accept such guarantee claims if the Purchaser has not, in due and timely manner, submitted the Product to the Seller together with exact and complete specification of defects, together with all documents and equipment.
- 10.9. In the case of due and timely guarantee claims, the Seller shall notify the Purchaser within 30 calendar days about the result of such claims.
- 10.10. In the case of unjustified guarantee claims, the Purchaser is obliged to indemnify the Seller for all costs incurred to him in this regard.

**Article XI.
LIABILITY FOR DAMAGE**

11.1. The Seller is only responsible for damage he has caused by his own acts, the principle of „objective“ Seller`s responsibility for damage is excluded. In the case of constitution of the Seller`s obligation to indemnify the Purchaser or a third person for damage, the Seller is not obliged to provide indemnification for loss of profit, loss of earnings and other indirect damage. The Seller provides indemnification for damage only to the amount of the respective insurance pertaining to the Seller`s liability for damage, which shall not exceed the accepted price amount, payment of Purchaser`s entitlement to compensation at higher amount is excluded.

**Article XII.
TERMINATION**

- 12.1. In the case that, within 7 calendar days after delivery of Seller`s challenge to finalize the payment, the Purchaser does not pay all his obligations, the Seller has the right to terminate the Order Confirmation.
- 12.2. In the case that the Purchaser, even within the additional period provided after the first attempt to submit (provide) the Product, does not accept the Product, the Seller has the right to terminate Order Confirmation.
- 12.3. The Purchaser has the right to terminate the Order only in relation to that part of the Product which has not been delivered. The reason for Purchaser`s termination is not constituted if the Product cannot be used in the manner for which the Seller is not responsible pursuant to these GSTABC, or which has not been specified in advance in Order Confirmation.
- 12.4. In the case of Product defects, the Purchaser cannot terminate the Order if he has not notified the Seller about defects in due and timely manner.

**Article XIII.
TRADE SECRET, CONFIDENTIAL INFORMATION AND PROTECTION OF
INDUSTRIAL AND INTELLECTUAL PROPERTY RIGHTS**

- 13.1. The Purchaser is obliged to keep the trade secret and maintain strict confidentiality about all information, facts, circumstances or knowledge of business, production, technical or other nature, including information about know-how, production-technical procedures, technologies, results of Seller`s activities, about which he has learnt or would learn, or that have otherwise become available to him, through his own or somebody else`s acts in connection with Orders placed, concluding the Purchase Agreement, fulfilment of any obligations and duties arising from the Purchase Agreement and these GSTABC, and without prior express written consent of the provider (supplier) he does not even partially notify, make available, or use them for himself or other person, and does not produce, introduce to the market, make available to other third person Products and knowledge about them for other purpose than stipulated by these GSTABC and the Purchase Agreement. All this information, facts, circumstances or knowledge, etc., about which the Purchaser is obliged to maintain confidentiality in terms of these GSTABC, is/are confidential, is/are not generally available in business circles and the Seller insists on its/their confidentiality.
- 13.2. Products and results of the Seller`s activities are subject to protection of Seller`s industrial or other intellectual property rights, the Purchaser or other persons may use them solely for the purpose stipulated or following from the Purchase Agreement and these GSTABC. The Seller is an author of the Product`s manufacturing

procedure, while he insists on its confidentiality and prohibition to make it in any way available without his prior written consent.

- 13.3. The Purchaser must not commission third persons to fulfil obligations arising from these GSTABC and the Purchase Agreement.
- 13.4. Obligations stipulated in this article of GSTABC survive cessation and termination of validity and effectiveness of these GSTABC and the Purchase Agreement, when even their partial violation on part of the Purchaser or third persons results in constitution of the Seller's right to the Purchaser and third persons for damages including loss of profit.

Article XIV. CHOICE OF LAW AND DISPUTE SETTLEMENT

- 14.1. Legal relationships constituted on the basis of these GSTABC, Orders and Order Confirmations, and the Purchase Agreement, mutual rights and obligations of the Contracting Parties which are not separately arranged in these GSTABC, are governed by provisions of the Commercial Code of the Slovak Republic and laws of the Slovak Republic.
- 14.2. The application of any colliding legal rules contained in bilateral, multilateral international treaties or agreements which are not part of laws of the Slovak Republic to legal relationships of the Contracting Parties constituted on the basis of these GSTABC and the Purchase Agreement is excluded.
- 14.3. Any possible disputes pertaining to fulfilment of obligations and duties and conditions arising from the Purchase Agreement, Orders, Order Confirmations and these GSTABC shall be preferably settled by the Contracting Parties through agreement. In the case that the dispute has failed to be settled through mutual agreement of the Contracting Parties, the affected Contracting Party shall bring the dispute for determination and arbitration in judicial proceedings to a competent court of the Slovak Republic.

Article XV. FINAL PROVISIONS

- 15.1. When fulfilling their respective duties, conditions and obligations arising from these GSTABC and the Purchase Agreement the Contracting Parties are obliged to show mutual respect, exert all possible effort and perform all necessary acts for due and timely fulfilment of duties and obligations of the Contracting Parties, avoid any acts which would infringe or impair objectives and purposes of the Contracting Parties arising from these GSTABC and the Purchase Agreement, and in due and timely manner notify the other Contracting Party about all their operations and activities which would relate to or be connected with fulfilments arising from these GSTABC or the Agreement.
- 15.2. The Contracting Parties are obliged to notify the other Contracting Party without delay about any changes in details and circumstances which may have an effect on their fulfilment of duties, conditions and obligations, mainly commencement of bankruptcy proceedings, restructuring, distraintment proceedings, state of bankruptcy, and perform acts in order to reverse adverse condition.
- 15.3. In the case that any provision of these GSTABC, the Purchase Agreement, or their part, becomes invalid, ineffective due to discrepancy with cogent provisions of generally binding legal regulations valid in the Slovak Republic, such partial invalidity does not have any effect on validity of these GSTABC and the Purchase

Agreement as a whole, while the Contracting Parties are obliged to modify and amend all mutual rights and obligations affected by such invalidity by means of procedures pursuant to 15.6. of these GSTABC without undue delay in such manner so that they would be in compliance with the purpose of the invalid provision and the content of these GSTABC and the Purchase Agreement.

- 15.4. All files, notices or calls pertaining to fulfilment of duties, conditions, obligations, claims arising from these GSTABC or the Purchase Agreement for the other Contracting Party must be executed by both Contracting Parties in writing. Delivery of writings may be performed through personal delivery by the Contracting Party to the authorised Representative of the Contracting Party, wherever the addressee can be reached, or by sending through a courier or postal service in form of registered mail to an address of a registered seat of the Contracting Party, or in electronic form to an e-mail address of the Contracting Party, or via fax. The Contracting Parties are obliged to deliver all writings in the manner that does not raise doubts about the respective delivery date(s). With regard to this possibility the Contracting Parties have agreed that in the case of any doubts about delivery or possibility of delivery, or in the case that delivery acceptance is declined, the writing in documentary form is deemed to be delivered on the fifth business day after its despatch (sending) and the writing in electronic form (e-mail, fax), if the Contracting Party has not received an error message that the writing could not be delivered, is deemed to be delivered on the third business day after its despatch (sending).
- 15.5. These GSTABC have been executed in their original copy in the Slovak language, in the case that these GSTABC are executed in other language, the Slovak text always prevails, unless otherwise specified by the Seller.
- 15.6. With regard to development of the entrepreneurial environment, his business policy or changes and amendments in the respective legal constitution, the Seller is entitled at any time to change or supplement these GSTABC. Changes or amendments of these GSTABC and appendices shall be notified by the Seller by their publicising on the website eshop.dbbiotech.com. The adopted change of these GSTABC does not apply to Purchase Agreements (Order Confirmations sent) which have been constituted before the change.
- 15.7. Rights and obligations arising from the Purchase Agreement and these GSTABC are also passed (transferred) on all legal successors of the Contracting Parties.
- 15.8. Business company DB Biotech, spol. s r.o., with a registered seat in Popradská 80, 040 11 Košice, CIN: 36 606 936, TIN: 2022188399, VATIN: SK2022188399, entered into the Business Register of a District Court Košice I, section Sro, insert no. 18090/V, as the Seller processes personal data provided (submitted) by the Purchaser on the website eshop.dbbiotech.com or in mutual communication. The Seller is an operator of the information system of personal data pursuant to the act no. 122/2013 Coll. on protection of personal data. The Purchaser, the natural person, provides to the Seller personal data to the following extent: name, surname or business name, postal address, e-mail address, telephone number, or possibly date of birth.
- The purpose of personal data processing is:
- Identification of the Purchaser as a contractual partner for fulfilment and execution of the Purchase Agreement performed through the purchasing portal, proper delivery of writings and the Product, i.e. execution and establishment of pre-contractual relationships,
 - Fulfilment of Seller`s obligations constituted by generally binding legal regulations.

The Purchaser provides necessary details voluntarily, when the Order cannot be executed, the Order cannot be confirmed and the Product cannot be delivered without provision of necessary details.

The Purchaser grants consent and the Seller notifies the Purchaser that the provided details (data) may be:

- Provided to third persons to inevitable extent for the purpose of preparation, fulfilment and execution and inspection of the Purchase Agreement, fulfilment of rights and obligations,

- made available to recipients who participate in preparation, execution of the Order.

15.9. The Seller is entitled to keep and archive mutual documentation and the Purchase Agreement in electronic form together with respective GSTABC for the period of 5 years. The archived Purchase Agreement is not made available to the Purchaser. The English language or the Slovak language is suggested for concluding the Purchase Agreement.

GSTABC in this version and reading are publicised and valid as from 1 November 2015 and they shall be used for Orders delivered through the purchasing portal after this date.

NOTICE:

These GSTABC are subject to protection of intellectual property rights; Seller's know-how and without author's or Seller's prior written consent no other person is entitled to use these GSTABC, not even partially and in no manner, for any other purpose than for a contractual relationship of the Seller and the Purchaser.