



### ***1. Applicability of the General Commercial Terms and Conditions***

These General Commercial Terms and Conditions shall regulate all offers, receipt of orders, deliveries, confirmation of orders, performance of the seller and all commercial and contractual relationships, in which the company Betulinines – RNDr. Jan Šarek, Ph.D. (hereinafter referred to as the „Seller“) acts as a seller. Any change of these Terms shall be regarded as valid if agreed in writing by the Seller. The subject of the Seller's deliveries to the Purchaser shall be chemical substances or services offered by the Seller in the product list or by an offer to sell, which shall be hereinafter referred also as "Products" or "Goods".

### ***2. Order Changes***

Orders performed hereunder may be additionally changed or adjusted only upon a written agreement concluded between the Purchaser and Seller: this agreement will specify changes to be made, as well as the impact, if any, of such changes on the price and time of delivery. The Purchaser may not cancel (annul) an order, which was already delivered to the Seller without such cancellation having been expressly approved by the Seller and the Parties having agreed on the amount of the cancellation fee. In case of approval of an order cancellation the Seller shall advise the Purchaser of the total amount of the cancellation fee, whereas the Purchaser acknowledges that this fee shall, among others, consist of the cost of storage and transportation, cost of production of non-standard materials, cost of purchase of non-returnable materials, cost of order cancellation, which are charged to the Seller by its suppliers, and all other cost resulting from the cancellation of the given order by the Purchaser. An agreement on the amount of the cancellation fee shall be the precondition for the granting of consent with order cancellation.

### ***3. Delivery, Complaints, Delay***

Unless agreed otherwise, transport and insurance against loss or damage during transport shall be arranged for by the Seller. If the Purchaser requires any special mode of transport, the transportation cost shall be covered by the Purchaser.

In cases when risk of damage to a thing fails to pass to the Purchaser prior to the Goods transportation, the Seller shall be liable for loss or damage of the Goods during transport. In such case the Seller shall in its own discretion replace or repair defective Products on condition that the Seller has been notified in writing on damage to the shipment by three days of the actual delivery date.

In the event that the Seller bears the risk of damage to Products and the Purchaser informs the Seller about not having received a delivery fully or partially no later than five days after the delivery date, or expected delivery date, the Seller shall replenish the missing Goods to the Purchaser or the Parties shall agree on substitution by other Products. The Seller reserves a right to perform partial deliveries, whereas all partial deliveries shall be invoiced and paid separately irrespective of any subsequent deliveries. Any delay of a partial delivery shall not release the Purchaser from its obligation to receive remaining deliveries.

Immediately after the Purchaser receives any Product delivered hereunder, the Purchaser shall inspect the same and advise the Seller on any ascertained shortcomings, defects and damage. In case of damage to delivered Products the Purchaser may not handle the Products in any way whatsoever and shall await the Seller's instructions regarding further procedure. If the Purchaser fails to inform the Seller about defects or deficiencies in delivered Products within three days of

receipt of the Products, the Products shall be regarded as delivered duly and timely and as irrevocably accepted by the Purchaser. Even if the Seller makes maximum effort at meeting the agreed delivery date, this date shall be fixed for convenience sake only. The Seller shall not be liable for damage or loss, direct or consequential, resulting from a delayed delivery.

Acceptance and performance of orders shall depend on whether the Seller has available all necessary consents, licenses, authorisations and approvals required for the Products delivery to the Purchaser. If the Seller fails to have such consents, licenses, authorisations and approvals available at any time, it shall have a right of refusing an order upon a written notice delivered to the Purchaser.

The Seller shall not be legally responsible for any losses, damage or fines due to any delay in or non-realization of production, delivery or another performance hereunder on any ground whatsoever, which are out of the Seller's control and outside the Seller's compass to influence. Such events of Force Majeure shall include namely embargo, fire, explosion, accident, theft, vandalism, unrests, wars, strikes, stroke, floods and wind storms.

#### ***4. Product Allocation***

Should the Seller be unable to satisfy the full demand for particular Products on any grounds whatsoever, it may allocate the Products available among any or all Purchasers as the Seller sees fit and fair, whereas it shall not be legally responsible for any non-performance that may result from such situation.

#### ***5. Payments***

If the Seller suspects that the Purchaser will be unable to pay timely and duly the purchase price, it may condition the Goods delivery upon the payment of an advance invoice. In case of the first purchase the Seller shall request a payment in advance from the Purchaser. If the Purchaser is in default of any part payment or full payment, the Seller reserves a right to delay other deliveries ordered by the Purchaser until such time as the Purchaser pays all the due amounts.

#### ***6. Reservation of Title***

Title to the Goods shall pass onto the Purchaser at the moment of full payment of the purchase price. Until full payment of the purchase price the Purchaser shall:

- a) be the holder of the subject Products as a bailee of the Products for the Seller's benefit;
- b) store these Products separately from other Goods owned by the Purchaser;
- c) ensure that these Products are not encumbered by any charge, pledge or other right of any third person;
- d) immediately return the Products to the Seller upon the Seller's request.

Without any further notice the Seller may regain any Products, to which it holds title; for this purpose the Seller shall be expressly authorised to enter the Purchaser's premises, where these Products may occur and take away these Products.

If the Purchaser sells or in any other way disposes of any part of the Products before the Seller receives the corresponding payment in full amount, the revenues from such sale shall belong to the Seller.

#### ***7. Taxes and Other Charges***

All taxes, duties and charges for inspection or testing etc. imposed by any government authority or assessed for a particular transaction between the Seller and Purchaser shall be paid by the Purchaser in addition to prices stated in the offer. If the Seller pays any such tax or charge, the Seller shall re-invoice the same to the Purchaser, who shall pay such tax or charge.

## ***8. Warranties and Liability***

The Seller warrants that its Products shall be in compliance with the description of specific Products, which was provided to the Purchaser in the Seller's offer or in similar documents. The Seller shall have no liability whatsoever in case that the Purchaser used the Products in an incorrect manner, used the Products contrary to standards and methods applicable in the given industry or used the Products contrary to the Seller's instructions, if the Seller had provided any such instructions. If the Purchaser performs chemical or physical-chemical modification of the purchased Goods prior to claiming it, the Purchaser shall lose the right to claim such modified Goods. The only Seller's obligation and the only Purchaser's right in connection with Products, which prove to be defective or unfit on the basis of any analysis carried by an independent accredited laboratory in the given industry shall be replacement of such Products or refund of the purchase price to the Purchaser.

## ***9. Compliance with Laws and Regulations***

The Seller represents that according to its best knowledge its Products are produced in compliance with valid legal regulations.

## ***10. Use of Products by the Purchaser***

The Purchaser's Products are designed predominantly for the purposes of laboratory research and unless specified otherwise in the documentation of the relevant Product or in any other literature provided to the Purchaser, these Products may not be used for any other purpose, not even for the purpose of laboratory diagnostics, in foodstuffs, medications, medical or cosmetic preparations intended for humans or animals or for commercial purposes. The Purchaser acknowledges that the Products were not tested by the Seller for safety and effects in foodstuffs, medications, medical or cosmetic preparations, for commercial or other use, unless the Seller's documentation provided to the Purchaser stipulates otherwise. The Purchaser expressly represents and warrants to the Seller that the Purchaser shall duly test, use, produce and market all Products purchased from the Seller or material produced using the Products purchased from the Seller in compliance with the practice of a person, who is an expert in the given field and in strict compliance with all currently and in future valid laws and regulations.

The Purchaser shall check risks and carry out any other research necessary for the identification of risks related to the use of Products purchased from the Seller. The Purchaser shall also advise customers and all other auxiliary staff of the Purchaser (such as workers in transport etc.) on all risks related to the use of Products or handling such Products. The Purchaser shall comply with the Seller's instructions, if any, issued in connection with the use of the Products and shall not use the Products in a wrong manner. In the event that it becomes necessary to repack, label or use Products purchased from the Seller as a base material or part for other Products, the Purchaser shall verify test certificates of the Seller's Products. Unless specified otherwise, none of the Products purchased from the Seller may be considered as a foodstuff, medication, medical preparation or cosmetics.

## ***11. Purchaser's Obligations and Damages***

The Purchaser undertakes to use all Products delivered by the Seller in compliance with par. 10 hereof and that the use of the Products will not be contrary to any valid laws and regulations. Within 15 (Fifteen) days the Purchaser shall notify the Seller in writing if it learns about any injury or accident relating to the Seller's Products, which result in a death, bodily injury or damage to property, whereas the Purchaser shall fully cooperate with the Seller on determination of the cause of such event. Provision of such information to the Seller and reviewing such information or report on the event by the Seller shall in no case mean that the Seller admits any liability for such event.

## ***12. Intellectual Property***

The Seller shall not be liable for claims raised against the Purchaser on grounds of violation of patent rights, registered trademarks (including all other copyright) relating to the use or resale or offer of resale of the Product originally sold by the Seller or in any other manner, including their use in combination with other Products.

## ***13. Technical Assistance***

Upon the Purchaser's request the Seller may in its own discretion provide technical assistance and information regarding Products delivered to the Purchaser.

## ***14. Miscellaneous***

The fact that the Seller fails to enforce any provision hereof or assert any right created hereunder shall not mean that the Seller waives the right of enforcement of its right in the future. All claims and compensations hereunder shall be cumulative and in addition to all other claims and compensations, which the Seller may have towards the Purchaser under the law or a contract of sale. Any waiver of rights in connection with the Purchaser's non-performance hereunder shall be made in writing and shall not represent a waiver of rights in connection with any other non-performance or similar non-performance at any time in the future.

All disputes shall be regulated by the Czech law and shall be solved by Czech courts.

Should any provision hereof be hold invalid, illegal or unenforceable, the validity, legality or enforceability of other provisions shall not be affected thereby. Paragraph headings herein are for convenience of reference only and shall not form any part of the Terms and may not affect interpretation of the Terms.