

General Terms and Conditions

1. General Provisions

- 1.1 These terms and conditions (hereinafter referred to as "TC") govern the contractual relations between Seller and the Buyer based on the purchase contract concluded between the Seller and the Buyer. Buyer (hereinafter also referred to as the "Purchase Contract") pursuant to Sections 409 et seq. of Act No. 513/1991 Coll., Commercial Code, as amended (hereinafter also referred to as the "Commercial Code"), as well as legal relations arising therefrom or related thereto.
- 1.2 The TC are an integral part of the Purchase Contract. Special arrangements in the Purchase Contract differing The Parties undertake to comply with the following TC.
- 1.3 Legal relations established by the Purchase Contract shall be governed by the provisions of the Purchase Contract, these TC, the Commercial Code and other legal regulations of the Slovak Republic, in respectively. The Parties also undertake to respect the principles of fair trade and commercial practices between them

2. The Contracting Parties

- 2.1 The Seller is the company PHARMACOPOLA s.r.o., with its registered office at Svätokrížske námestie 11 , 965 01 Žiar nad Hronom, ID No.: 31 570 895, registered in the Commercial Register 685/S (hereinafter also referred to as "the Company"), registered in the District Court of Banská Bystrica, Section: Sro, File: 685/S (hereinafter also referred to as "Seller").
- 2.2. The buyer is a natural person - entrepreneur or a legal person who is interested in Seller in the exercise of his business activity or in connection with his business activity or in the provision of public needs (e.g. health, education, upbringing, social care) or the needs of its to enter into a Purchase Contract and which enters into a Purchase Contract with the Seller and is identified in the Purchase Order or Invoice (hereinafter also referred to as the "Buyer").

3. Basic rights and obligations of the parties

- 3.1 The Seller undertakes to deliver the Goods to the Buyer as to quantity and kind and to transfer to the Buyer title to the Goods.
- 3.2 The Buyer agrees to accept the Goods from the Seller and to pay the Purchase Price.

4. Delivery and acceptance of the Goods

- 4.1 Goods are movable items (in particular medicines), the type, quantity and, where applicable quality are specified in the Order (hereinafter also referred to as "Goods").
- 4.2 An Order means a legal act of the Buyer made in any form and addressed to the Seller, in which the Buyer provides at least (1.) its identification data, (2.) the Goods to be ordered,

specifying their specification, type, quantity and, if applicable, quality, (3.) the delivery time and place of delivery of the Goods, and (4.) any other details the Buyer considers the Buyer deems necessary, as it may be amended by agreement of the parties (hereinafter referred to as the "Purchase Order").

- 4.3 The Seller undertakes to deliver the Goods to the Buyer in accordance with the Order. If the Seller in exceptional circumstances cannot deliver the Goods (part thereof) within the time period under the Order, the Seller shall immediately inform the Buyer and notify the Buyer of an alternative time limit for delivery of the Goods (part thereof). If the Buyer agrees to such alternative time, the Seller shall deliver the Goods (part thereof) to the Buyer within the alternative period; if the Buyer agrees to the alternative period the Buyer does not agree, the Buyer shall be entitled to withdraw from the particular Order or part thereof to the extent of only of any Goods. If the Buyer fails to notify the Seller when the Seller notifies the Buyer of the replacement period Seller of its disagreement, the Buyer shall be deemed to have agreed to the replacement period.
- 4.4 The Seller undertakes to deliver the Goods to the Buyer at the place specified in the Order or at the place subsequently designated by the Buyer, which place may only ever be the registered office, place of business the Buyer's place of business or the Seller's place of business in the Slovak Republic. In special cases, the parties may individually agree on another other place of delivery of the Goods in the territory of the Slovak Republic.
- 4.5 The Buyer acknowledges that in the event of delivery of the Goods at a place other than the establishment Seller's premises, the Seller shall deliver the Goods by car transport, or arranged by a third party, e.g. a mail order service, courier, contractual partner of the Seller. The Goods shall be deemed to have been delivered at the moment at which the Seller allows the Buyer to take delivery of the Goods at the place referred to in clause 4.4. TC. The moment of delivery of the Goods delivery to the Buyer, the risk of damage to the Goods shall pass from the Seller to the Buyer.
- 4.6 Upon delivery of the Goods, the Seller shall deliver to the Buyer the documents relating to the Goods and also provide the Buyer with a delivery note, which the Buyer (or a person acting for the Buyer) shall sign, legibly stating the first name, surname and signature of the person acting and signed by copy of the delivery note to the Seller. The Invoice may serve as the delivery note pursuant to clause 5.2 of the PO. By signing the delivery note, the Buyer confirms that the inspection has been carried out in accordance with clause 4.8 of the OP, delivery of the Goods according to the Order and the conformity of the data specified in the delivery note with the Goods actually delivered. Any defects found (e.g. delivery of Goods of a different type, in a different quantity or of a different quality), the Buyer is obliged to indicate in the delivery note handed over to the Seller pursuant to this clause of the PO; if the delivery note, confirmed by signature, does not defects are indicated, the Goods shall be deemed to have been delivered free from defects. In the event that these are Seller's technical capabilities permit, confirmation of delivery of the Goods will be made by technical means that electronically record the place, time and execution the signature of the person and/or his/her assigned PIN code who will take delivery of the Goods on behalf of the Buyer, which procedure shall have the same legal force and effect in terms of its content and binding force as the procedure referred to in the first sentence of clause 4.6 of the TC.

- 4.7 The Buyer shall, upon delivery of the Goods by the Seller, inspect the Goods delivered (type, quantity, quality) and, in the case of packaged Goods, an inspection of the packaging of the Goods. The Buyer shall, upon delivery of the Goods, accept the Goods which meet the requirements of the Purchase Contract. Obligation The Buyer's obligation referred to in the preceding sentences of this clause shall be deemed to have been fulfilled only if the Buyer notifies the Seller of any defects in the Goods delivered in the following manner as provided for in clause 6 of the PO within 72 hours from the time of acceptance of the Goods. During the days working days the time limit referred to in the preceding sentence shall rest.
- 4.8 The Seller shall deliver specific types of Goods, as a rule, in specialised crates (from plastic). The Buyer is obliged to return these specialised crates (plastic) to the Seller and without undue delay after delivery of the Goods, while being obliged to take the specialised crates (plastic) so that they are returned to the Seller undamaged and in the same condition as received. Crates shall be returned immediately upon delivery of the Goods, or on the immediate following delivery of the goods. In the event of a breach of the obligation referred to in the preceding sentence of clause 4.8, the Seller shall be entitled against the Buyer apply a contractual penalty of 20,00 Euro (in words: twenty Euro and zero Eurocents) for each one unreturned specialised crate (plastic). Application of the contractual penalty according to the previous sentence of paragraph 4.8 is without prejudice to the Seller's right to compensation damages in full.
- 4.9 In the event that the Buyer does not take delivery of the Goods at the time they are delivered by the Seller, or if the Buyer is obliged to pay the Purchase Price on delivery and does not have the necessary funds at the time of delivery, the Seller shall be entitled to charge the Buyer a handling fee for redelivery of the parcel in the amount of 5 Euros excluding VAT.

5. Purchase price and payment terms

- 5.1 Price list means a document prepared by the Seller which contains the price for an individual Goods in the Seller's offer specified as a unit price per unit, weight or volume (hereinafter referred to as also referred to as the "Price List"). The Seller shall have the right to unilaterally change the Price List with respect to the goods (to add a new type of goods or to narrow down a type of goods) or the price of the goods (price increase or decrease), in particular in the event of price changes on the part of suppliers Seller or for other operational reasons of the Seller. Seller's price list shall notify the Buyer via the B2B system and/or by email, whereby the Price List shall be deemed to have been received on the date of sending the email containing the Price List to the email address Buyer's email address and/or used by the Buyer.
- 5.2 The Buyer shall pay to the Seller the purchase price for the Goods delivered in the amount as set out in Price List, after taking into account the Buyer's individual discounts, which was last provided to the Buyer received as the current Price List prior to the Buyer's execution of the Order, or, if the Buyer specifies Goods in the Order the price of which is not set out in the Price List, the Buyer shall pay to the Seller the Purchase Price in an amount to be agreed between the parties following the execution of the Order by the Buyer (hereinafter also referred to as the "Purchase Price").
- 5.3 The Buyer shall pay the Purchase Price to the Seller on the basis of an invoice issued

by Seller, which the Seller shall send by e-mail in electronic form. In the event that Buyer requests, the invoice will be given to the Buyer upon delivery of the Goods or which the Seller delivered to the Buyer at a later date in person, by a postal undertaking (hereinafter referred to as "Invoice"), such delivery being subject to a charge of EUR 2.00 (in words: two Euro and zero Eurocents) excluding VAT for each paper invoice. Invoice must contain the particulars according to the special legislation; if, according to the Buyer the invoice does not comply with these requirements, the Buyer is obliged to return it to the Seller immediately after its delivery, whereupon the Seller shall promptly correct the Invoice and deliver it to the Buyer. The Buyer expressly agrees that an Invoice that is missing the signature and/or Seller's stamp shall meet all required requirements for the purpose of payment of the Invoice requirements and shall not be grounds for return of the Invoice or for failure to pay the Invoice in a proper and timely manner Invoice. The Buyer shall also inform the Seller of any changes necessary for proper invoicing, unless the Buyer notifies the Seller of the change prior to the time the Invoice is issued by the Seller, the Buyer may return the Invoice for correction but shall pay the Purchase Price within the time limit of the original Invoice (i.e., invoices with incorrect data).

- 5.4 The Buyer shall pay the Purchase Price to the Seller within the due date specified on Invoice.
- 5.5 The Buyer shall pay the Purchase Price to the Seller by transfer to the bank account the Seller's bank account indicated on the Invoice. The Purchase Price shall be deemed to have been paid on the date of crediting of funds in the amount of the Purchase Price to the Seller's bank account.
- 5.6 The Buyer shall acquire title to the Goods delivered upon full payment of the Purchase Price.
- 5.7 In the event that the Buyer is in default in payment of the invoice, the Seller shall be entitled to set off against the claim on such invoice any claims arising from it (the Seller) credit notes issued to the Buyer in full. If the Buyer and the Seller have claims against each other, they shall be extinguished by set-off to the extent that they are mutually covered, in particular if the Seller makes a unilateral set-off against the Buyer. Extinguishment shall take place when the claims meet.

6. Liability for defects in the Goods

- 6.1. Defects in the Goods that can be detected upon delivery of the Goods (in particular delivery of a different type of Goods, delivery of the Goods in a lesser quantity, delivery of the Goods after the stated minimum shelf life), the Buyer is obliged to apply to the Seller no later than when the inspection is carried out pursuant to clause 4.7 of the PO by recording them in the delivery note. Hidden defects of the Goods, which had Goods at the time of their delivery to the Buyer, the Buyer is obliged to claim from the Seller immediately upon discovering them, by notification (complaint) made by email to reklamacie@pharmacopola.sk or via the electronic system Seller's electronic system available at <https://b2b.pharmacopola.sk/> (hereinafter also referred to as as "B2B") after entering the Buyer's login details, but not verbally or by telephone, in giving at least (1.) the Buyer's identification details, (2.) the specification of the Goods and the latent defect in the Goods, (3.) the date of discovery of such defect, (4.) the order number, delivery note or (4.) the delivery order, delivery order or invoice relating to the delivery of the Goods complained of, and (5.) other information, if applicable necessary to assess Seller's liability for defects in the particular Goods (or, if applicable by completing the claim form available at

<https://www.pharmacopola.sk/reklamacny-protokol/>). The Buyer shall allow the Seller to inspect

the Goods complained of and to provide the Seller with any other assistance necessary for to assess the complaint.

- 6.2. The Seller is obliged to handle the complaint immediately after it is filed by the Buyer, no later than however, within thirty (30) working days from the date of its application. The processing of the complaint shall be deemed to be satisfaction of the Buyer's claim under the Seller's liability for defects under clause 6.3. of the OP or the Seller's notification to the Buyer of the unreasonableness of of the claim.
- 6.3 If the Seller determines the validity of the Buyer's claim, according to the nature of the defect of the Goods and its option, (1.) deliver to the Buyer goods to replace the defective Goods, or (2.) deliver Buyer the Goods that are defective, or (3.) give Buyer a discount on the Purchase Price in the amount of according to the price of the defective Goods, if the defect consists in the failure to deliver the particular Goods, or specific quantity and for which the Buyer has been invoiced or the Buyer and the Purchase Price has been paid; or (4.) provide Buyer with a discount on the Purchase Price in the amount of a proportionate part of the price of the defective Goods if the defect is that the Buyer has been supplied with saleable Goods but of inferior quality. The Buyer shall deliver the defective Goods to the Seller, for which the Buyer shall be supplied with replacement Goods [clause (1.)] or be given a discount on the Purchase Price [clause (3.)].
- 6.4 In the case of machinery and equipment, the Seller shall provide a warranty of quality for a period of one (1) calendar year. In the case of Goods with a specified expiry date (e.g. feed, nutritional supplements, livestock supplies, pharmaceuticals), the Seller shall provide a guarantee of quality no later than the expiry date of the Goods in question.

7. Withdrawal from the Purchase Agreement

- 7.1 The Contracting Party may withdraw from the Purchase Contract only for the reasons set out in the TC.
- 7.2 The Seller shall be entitled to withdraw from the Purchase Contract if the Buyer fails to pay the Purchase Price even in ten (10) days after the due date pursuant to clause 5.4 of the TC.
- 7.3 The Buyer shall be entitled to withdraw from the Purchase Contract if the Seller fails to settle the claim in within the time limit pursuant to clause 6.2 of the TC.
- 7.4 Withdrawal from the Purchase Contract must be made in writing, stating the reason The effects of withdrawal from the Purchase Contract shall commence at the moment of its delivery to the other party.

7.5 Withdrawal from the Purchase Contract shall terminate the unfulfilled rights and obligations of the Parties under Purchase Agreement. The Parties shall be obliged to return the services provided to each other, respectively if this is not possible, monetary compensation for the services so provided.

8. Use and protection of collected data

8.1 The Buyer consents to the Seller's processing and use of the Buyer's data, which is protected by 18/2018 Coll. on the Protection of Personal Data and on Amendments and Additions to Certain Act as amended. The consent granted relates in particular to the following data: title, name, surname, place of residence, date of birth, birth number, ID card number, contact details, bank account number, e-mail address, telephone number, identification data entered in the commercial register, the trade register or the register of organisations, as well as data tax identification, the name, type, type and quantity of the goods which the Buyer has purchased from the Customer, the name, type, type and quantity of the goods which the Buyer has purchased from the Seller, and Seller. The Seller is entitled to process and use this data for the purposes of fulfil its obligations towards the Buyer as well as towards third parties, in particular the Seller's suppliers, and for commercial, marketing and information purposes.

8.2 To the extent provided for in clause 8.1 of the PO, the Buyer also grants consent to process the data for Seller by an intermediary who processes the data for the purposes of fulfilling its tax obligations as well as for the Seller's marketing purposes.

8.3 If the Seller will use e-mail for the purpose of sending e-mail messages of a marketing nature, the Buyer shall be entitled to opt-out at any time and to by unsubscribing within the Seller's B2B systems by entering Buyer's login details and unchecking the relevant part of the system.

8.4 The Buyer expressly agrees that his personal data may be used by the Seller for necessary extent required by good pharmacovigilance practice (pharmacovigilance) and in particular, but not exclusively, where it occurs in relation to a particular Goods, such an event to which an obligation of the Seller and/or the manufacturer of the Goods is attached, to withdraw such Goods from the market. For the avoidance of doubt, the Seller states that the purpose of the administrative pharmacovigilance practice is, in particular, to prevent harm to life and health that may be caused by an adverse reaction in animals and humans, which (reaction) has arisen in particular from the use of authorised medicinal products within the scope of a marketing authorisation or from occupational exposure, and to promote safe and effective use of medicinal products, in particular through timely information on the safety of medicinal products to patients, healthcare professionals and the public.

9. Final Provisions

- 9.1 These TC are published in the Seller's B2B system. By executing the Order the Buyer agrees to the provisions of these TC.
- 9.2 The Seller shall be entitled to change the TC and shall immediately publish any change to the TC on the website www.pharmacopola.sk . The amended TC shall not apply to the binding relations arising prior to the change. When changing the OPs, the Seller shall always draw up the full text of the TC in the text of their amendments. By executing the Order, the Buyer agrees to the provisions of the TC as amended by as subsequently amended.
- 9.3 The Parties agree that service of process between them shall be made if, in a particular provision of the TC provides otherwise, in person, by a postal undertaking or courier, or by email. The moment of delivery shall be deemed to be (1.) receipt of the parcel by the addressee, (2.) the return to the sender of a consignment not received by the addressee within the collection period, (3.) the return of the consignment to the consignor because the addressee refuses to accept it; or (4.) returning the consignment to the sender with the notation 'addressee unknown' or other notation of similar import. An email shall be deemed to have been delivered when it is sent to the addressee.
- 9.4 For the legal relations established by the Purchase Agreement, as well as for the legal relations related to the Purchase Contract or arising out of the Purchase Contract, including liability legal relations, shall be the law of the Slovak Republic shall be applicable to the exclusion of its conflict of laws rules.

In Žiar nad Hronom, on 29 November 2021.

PHARMACOPOLA s.r.o.

Ing. Andrej Žigo, MVDr. Lukáš Weiss

Managing Director