

General Terms of Purchase for Goods and Services
(Version: 30/07/2021)

1. Contract Conclusion

- 1.1. These General Terms of Purchase apply exclusively to all orders, purchase orders and contracts (together "orders") of **PHOENIX PHARMA doo, Evropa Lek Pharma doo, Ino-Pharm doo, AU BENU, AU LIVSANE** in the procurement sector. All other proposed terms will apply only with our written consent.
- 1.2. We have the right to change these General Terms. All changes take effect from the day of their validity.
- 1.3. All future additional contracts must be in writing to be legally binding unless they are concluded by accepting the offer in another manner. This also applies to any amendment or cancellation of this request in writing.

2. Prices, Delivery, Packaging

- 2.1. The listed prices are net prices without VAT. Delivery is free of charge, including packaging, to the delivery address, we have provided. All necessary export or import permits, all customs formalities for the export of goods and all other official permits must be obtained at your own expense. If the delivery is not made free of charge to the delivery address due to a special contract, you must choose the mode of transport that is most cost-effective for us.
- 2.2. Only written orders are binding; all amendments must be in writing. The order number we have given, as well as the date of the order, should be stated on the delivery note, invoice and all other relevant documents. Orders must be confirmed in writing. A delivery note with information about our order and the shipping company must be sent to us for each delivery based on the order. If the order confirmation does not reach us within 14 days from the date of the order, we have the right to cancel the order without the right to claim compensation.
- 2.3. Each delivery must have a delivery note following section 2.2.
- 2.4. The goods are packed in such a way as to avoid any damage during transport. Packaging materials that meet this requirement are used. Only environmentally friendly recyclable packaging materials may be used. In case of using reusable packaging, we are obliged to return the packaging to you only if you bear the costs of returning the packaging.

3. Payment

- 3.1. Unless otherwise agrees, Payment is made within 30 days - after the goods have been received in full and following the contract, and after receiving the appropriate invoice. Payment does not start before the agreed delivery date and, if applicable, before acceptance of the goods.

4. Delivery Dates, Delayed Delivery

- 4.1. Delivery time starts from the date of the order. If you are unable to deliver in full or in part within the agreed time, you are obliged to notify us without undue delay stating the reasons for the impossibility of delivery, as well as the expected duration of the delay. Partial deliveries are allowed only if we have agreed to it in writing.
- 4.2. In the event of a delay in delivery, we have legal rights, especially to a claim for damages due to a delay in delivery. This also applies to services.
- 4.3. The risk related to delivery passes to us when the subject of delivery is properly handed over to us at the address we have specified.

Defects and Warranties

- 4.4. You guarantee that the subject of delivery is free from defects at the time of delivery, that it complies with the agreed specifications at the place of delivery and that it complies with all laws and regulations as well as all usual technical standards at the place of delivery. This warranty also applies to parts manufactured by subcontractors.

- 4.5. In case of defects, we have legal rights based on the complaint and warranty, with the deadlines starting again for those parts that have been replaced.
- 4.6. Legal deadlines for complaints and warranties apply.
- 4.7. You are responsible for ensuring that the use of the delivered goods does not infringe any intellectual property rights, copyright and related protection rights, the corresponding rights to protected freedoms, as well as business secrets of third parties. This applies to any of the above regulations that apply in your country, as well as in all European countries.
- 4.8. If your agents and/or intermediaries work on our location or the location of any of our customers, they are responsible for any damage caused intentionally or negligently on our location or the location of any of our customers.
- 4.9. Upon request, you will provide us with a certificate of liability insurance to cover the damage.

5. Drafts, Samples, Confidentiality

- 5.1. We will not be charged for drafting, plans and cost estimates. We must obtain blueprints for approval before production can begin. Our approval does not relieve you of full responsibility for technical accuracy and feasibility. You will provide us with final implementation plans, regulations on maintenance and operation, as well as lists of spare parts for proper maintenance of the delivery item during installation.
- 5.2. All samples, models, tools, enclosed materials, drawings, other documents and items we supply or produce to our specifications must be treated as confidential and remain our property. You may use them only to enforce the contract you have entered into with us. In particular, you may not disclose or otherwise make such documents and items available to unauthorized third parties. Reproduction of such documents and objects is permitted only within the scope of operational requirements and copyright.
- 5.3. All orders, purchase orders and contracts, as well as your deliveries and works, will be treated as a trade secret.
- 5.4. Both contracting parties have the right to advertise information related to the business relationship, specifically the registered name of the other party, parts of the company name and/or company logo, with the prior written consent of that party.

6. Final Provisions

- 6.1. The rights and obligations arising from any order or contract may be transferred to a third party only with our prior written consent. Without our written consent, you will not have the right to assign your claims against us to third parties.