

GENERAL TERMS AND CONDITIONS OF DELIVERIES
MLB BIOTRADE SP. Z O.O.

1 GENERAL PROVISIONS

- 1.1 The following General Terms and Conditions of Deliveries (hereinafter referred to as „GTCD”) shall regulate the rights and obligations of Parties to contracts on the sale and delivery of products, hereinafter referred to as "Contracts" concluded by and between MLB Biotrade limited liability company with its registered office at Poznan, ul. Serbska 4/7, Business Registry Number [REGON]: 30204017000000, Tax Identification Number [NIP]: 7792403934, entered into the register of entrepreneurs of the National Court Register, under the number 0000410138, files kept by the District Court Poznan – Nowe Miasto and Wilda, 8th Commercial Division of the National Court Register, share capital in the amount of PLN 50,000, (also referred to as "MLB" in the content of the GTCD) and the contractor (also referred to as the "Contractor" in the content of the GTCD), on the terms set forth in these GTCD. MLB and the Contractor shall also jointly be referred as "Parties" or individually as the "Party".
- 1.2 These GTCD shall apply to all tenders, bids, offers and contracts submitted to or concluded with MLB, its legal successors and all legal entities associated with MLB. The placement of an order or acceptance of delivery shall be deemed to constitute confirmation of these GTCD.
- 1.3 The GTCD shall not apply to Contracts concluded by MLB with consumers within the meaning of the Civil Code.
- 1.4 When the Contractor enters into subsequent contracts with MLB, and the GTCD were applied to the first contract entered into between the Parties, it shall be understood that they shall then apply to all subsequent contracts entered into by the Parties.
- 1.5 In the event of any discrepancies between the content of these GTCD and other terms of a contract drawn up in writing, the latter shall take precedence.
- 1.6 In the event of any differences between the Polish text of the GTCD and versions in other languages, the Polish version shall take precedence.
- 1.7 With respect to MLB products obtained from a third party, the terms and conditions applicable to such a contract shall also apply to the Contractor insofar as MLB invokes them.

2 CONCLUSION OF THE CONTRACT

- 2.1 All advertising documents owned by MLB, including but not limited to announcements, brochures, price lists, illustrations and dimensioning data shall be for information purposes only and shall not constitute an offer within the meaning of the provisions of the Civil Code. Article 66¹ § 1-3 of the Civil Code shall not apply to concluded Contracts.
- 2.2 The Contract shall be concluded with MLB when MLB confirms the acceptance of an order. The scope and content of the Contract shall be such as set out in MLB's confirmation. If MLB's notification of acceptance of the order differed from the terms of the order, the transaction shall be concluded under the terms set by MLB, unless the Contractor expresses its objections in the form of a written notice immediately after receiving the acceptance confirmation.
- 2.3 Employees and collaborators of MLB may be authorised to conclude contracts up to a maximum amount of EUR 100,000. The validity of such a contract shall depend on having the relevant power of attorney by the employee/collaborator of MLB. Each contract whose value exceeds the amount of EUR 100,000 shall only be valid when it is signed in accordance with the principles of Company representation.
- 2.4 The Contractor must not challenge a contract on the basis of an error, if the error was not induced by MLB when entering into the contract.

3 QUALITY GUARANTEES FOR THE GOODS

- 3.1 MLB must only guarantee that the goods comply with the requirements which were expressly agreed upon by the Parties. MLB shall not grant any further guarantees than those expressly agreed upon between the Parties.
- 3.2 MLB shall guarantee that the goods comply with the agreed specifications and relevant legal regulations applicable to goods within the European Union. MLB shall guarantee that the goods may be distributed within the territory of the European Union. It is an obligation of the Contractor to clarify whether these goods may also be sold outside of the EU.
- 3.3 MLB shall not be held liable for the quality of the packaging supplied by the Contractor, including but not limited to foil, cartons, boxes, etc.
- 3.4 MLB shall not grant any guarantee for defects caused by improper storage, use or transport. If the Contractor claims that such defects exist, it shall be obliged to prove that the goods were stored, used and transported properly. Unless otherwise specified on the packaging or in documents, the proper storage, etc. shall mean that the items are stored and transported in clean and dry conditions, at a temperature which does not exceed normal room temperature, and not outdoors.
- 3.5 MLB shall not guarantee that the goods are fit for any intended purpose or otherwise, unless it is expressly agreed in writing that the goods must be suitable for the described intended use. The Contractor shall then clearly indicate the intended use of the goods in writing.
- 3.6 Prior to the delivery of goods, the Contractor shall inform MLB in writing about all legal regulations and all other requirements, which will be applicable in reference to the goods due to the purpose, location and circumstances.

The provision of the aforementioned information shall not cause MLB to be bound by these terms, and any possible failure to bring these goods in line with these requirements shall not result in the possibility of withdrawal of the Contractor from the contract or failure to effect a payment.

- 3.7 Samples may differ from the delivery in terms of their quality and packaging.
- 3.8 All declarations regarding the product and the best before date shall be available on each unit packaging in English (printed or labelled on the packaging). If the Contractor's own labels are required, their content shall be prepared jointly with the Contractor. The responsibility for the content on labels as well as label designs shall lie solely with the Contractor.
- 3.9 In the case of a private label, unless otherwise agreed in the Contract, the Contractor shall provide the packaging design, packaging film and cartons. The contractor shall be solely responsible for the quality of the packaging and the content and logos on the packaging. The contractor shall also be solely liable for the infringement of industrial property rights to designs and graphic image and symbols used on the packaging.
- 3.10 In the event that MLB is held liable in any way, including administrative liability, for incorrect label content or incorrect packaging in the cases indicated in paragraphs 3.8 and 3.9 above, the Contractor shall immediately be obliged to pay MLB any damages or penalties that MLB is obliged to pay on this account, as soon as MLB sends a notice, including reimbursement of the costs associated with such proceedings. In the event that the Contractor questions irregularities regarding the labels or packaging, the Contractor shall provide relevant professional support to MLB at its own expense with respect to the ongoing proceedings.

4 TERMS AND CONDITIONS OF DELIVERIES

- 4.1 Deliveries shall take place under the EXW Incoterms 2020, as amended on the date of conclusion of the contract, unless otherwise agreed. Therefore, shipment and transport shall take place on account of and at the risk of the Contractor. The whole risk shall be passed to the Contractor as soon as the consignment is offered to the Contractor at the place of performance. Refusal to accept the consignment by the Contractor shall be deemed tantamount to a failure to accept. MLB shall also be deemed to have made delivery in accordance with the contract in such a case and shall be entitled to store the goods at the Contractor's expense. Storage costs resulting therefrom shall be reimbursed to MLB forthwith.
- 4.2 Transport of products and export formalities shall be organised independently and paid for by the Contractor. MLB shall provide professional support to the Contractor in this process if the necessity arises. The risk of damage or loss of goods in transit shall be borne by the Contractor. If the organisation of transport is ordered by MLB, the Contractor shall cover all expenses related thereto as incurred by MLB
- 4.3 All risks associated with the goods shall be borne by the Contractor in the case of goods sold from the stock from the moment of their separation in favour of the Contractor, and in the case of other goods, from the moment of loading the goods onto their transport, unless otherwise agreed in writing.
- 4.4 The Contractor shall lose its rights on account of quantitative shortages of goods, if it has accepted them without any reservations.
- 4.5 If MLB has undertaken to ensure transport of the goods; the delivery of the goods shall be confirmed by a delivery note or acceptance report, in which the condition of the goods at the moment of their acceptance and all visible non-compliances of the goods with the Contract are stated. If the Contractor has accepted the goods without checking their condition and quantity together with the carrier, or if it has not reported any reservations to the carrier related to the type of deficiency or damage - it shall be presumed that the goods are complete and compliant with the offer.
- 4.6 The place of performance shall be the relevant plant of MLB.
- 4.7 MLB shall be entitled to complete deliveries in instalments, whereby they can be billed separately.
- 4.8 MLB shall use its best endeavours to keep to the delivery deadline, however, it shall not be held liable for any delay in the delivery.
- 4.9 If MLB has undertaken to forward the goods from the unloading site, the Contractor must provide MLB with instructions regarding transport and the place of destination in good time. If MLB does not receive any forwarding instructions from the Contractor upon arrival of the goods, MLB shall send the goods to the address of the Contractor by any means of transport which it finds most suitable for this purpose.
- 4.10 The Contractor must receive the goods as soon as it is notified by MLB that the goods are ready for delivery. Failure to receive the goods at the agreed date shall not affect the obligation to pay the price by the Contractor. If the Contractor does not receive the delivery of goods on time, MLB shall be entitled to pursue any damage or costs arising therefrom, including but not limited to costs of storage, costs of financing and costs of loss of quality of the goods. If the goods are not received within 3 days from the agreed date of receipt, MLB shall have the right to sell the goods to another entity, and the Contractor shall not be entitled to any claims on this account. In the case of the sale of the goods to another entity, the Contractor shall pay the deficit in price to compensate for the loss of profit due to the resale of the goods.
- 4.11 For any delay in the receipt of goods MLB shall be entitled to charge a contractual penalty to the Contractor in the amount of 2% of the agreed remuneration per each day of delay. This shall not preclude any further claims if the claim exceeds the value of the contractual penalty.
- 4.12 If the goods are not unloaded at the stipulated unloading site as a consequence of any circumstances for which MLB is not responsible, MLB shall be entitled to charge an additional fee related to such unloading at another location.
- 4.13 In the event that it is not able to obtain the import licence, the Contractor shall not be released from the provision of services.



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- 4.14 MLB shall present documents to the Contractor as soon as possible. If MLB can prove that the documents have been presented to the Contractor or reached it too late due to negligence by the postal services, bank or (other) circumstances beyond its control, and that it has immediately taken all the necessary steps to take possession of the documents and forward them to the Contractor, it shall not be held liable for any expenses or damage, however identified and incurred, due to the delay in the presentation of the documents.

5 SECURITIES

- 5.1 The ownership rights to the goods shall pass to the Contractor at the moment of payment of the full price by the Contractor. Until then, the goods shall remain the property of MLB. In the event of seizure of the goods or other interventions of any third parties, the Contractor shall immediately inform MLB about this fact and also inform other parties that claim their rights to the goods about the MLB's ownership. The Contractor must not encumber the goods with rights in favour of any third parties until the day on which ownership of the goods passes to it.
- 5.2 If the goods are processed or combined with any other products which are not the property of MLB, MLB shall acquire co-ownership of the new products in such proportion in which the value of the goods sold by MLB remains in relation to the products with which they have been processed or combined.
- 5.3 If the Contractor is in breach of the signed contract, especially in the event of payment default, MLB shall be entitled to demand that the goods which it owns or co-owns be released, or to demand assignment of the Contractor's claims for release of the goods against third parties. The demand to release the goods by MLB shall not be tantamount to withdrawal from the contract with the Contractor.
- 5.4 MLB may require the Contractor to provide a form of security, or an additional form of security, for payment at any time during the term of the contract. If the Contractor does not fulfil the justified request, MLB shall have the right to suspend the performance of its obligations until the required security is provided by the Contractor.
- 5.5 MLB shall have the right of retention with respect to all goods, documents and financial payments of the Contractor, which are in the possession of MLB, as a security for all current claims which MLB has against the Contractor, as well as future claims if they have already been specified as to their amount and date of their fulfilment. The right of retention shall last until all the obligations of the Contractor towards MLB have been fulfilled.

6 COMPLAINTS

- 6.1 If the Contractor claims that MLB has not fulfilled its obligations under the contract, it must inform MLB about this fact in writing, including reasons, within 72 hours of the delivery of the goods. The Contractor must send evidence to MLB which demonstrates the alleged deficiencies.
- 6.2 MLB should process the complaint within 21 working days from the date of its receipt and send its decision to the Contractor within the aforementioned time limit. If MLB considers any complaint justified, it shall have the right to lower the price or refund the price at its own discretion, whereby in the event of a price refund, the Contractor shall return the goods to MLB. Any additional liability for damage shall be precluded.
- 6.3 Complaints regarding invoices must be submitted to MLB in writing within eight days of the date of issuing a given invoice.
- 6.4 If the complaint is not submitted within the time limit set in this article or is not submitted in the specified manner, the goods delivered shall be deemed to have been irrevocably accepted and approved by the Contractor as meeting the terms of the contract. Any invoice which is not questioned in the specified manner and within the specified time limit shall be deemed to have been irrevocably accepted and approved by the Contractor.
- 6.5 The submission of a complaint shall not exempt the Contractor from its obligations towards MLB. Any and all complaints and disputes shall not in any way entitle the Contractor to stop, withhold or delay agreed payments. Under no circumstances may the Contractor object to or lay any claims against MLB if it has not made all outstanding payments, including payments for the goods to which the complaint refers.
- 6.6 The return of the delivered goods or part thereof, for any reason, may only take place upon prior express consent given by MLB in writing and in accordance with delivery instructions. The cost of the return shall be covered by the Contractor.
- 6.7 Liability on account of the warranty for physical and legal defects pursuant to the Civil Code shall be excluded.
- 6.8 The Contractor shall not be entitled to question the performance of the contract due to minor changes regarding the consignment, labels and pack numbers or details regarding means of transport, in as much as it can be claimed that the content of the consignment complies with the requirements of the contract.

7 LIABILITY

- 7.1 Any and all liability of MLB towards the Contractor, either in contract or in tort shall be limited to the obligation to perform the contract in accordance with its terms and conditions, or at MLB's discretion, to reimburse, at most, the amount agreed for a given service or the service with which an event that causes damage is associated. At any rate the liability of MLB shall be limited to a maximum of EUR 100,000.
- 7.2 The Contractor shall indemnify and hold harmless MLB against all claims which any third parties may lay against MLB and which arise directly or indirectly from or in connection with the contract, unless the Contractor proves that the damage is caused as a result of an act or omission on the part of MLB's management board, committed without due care or with intent to cause such damage and with the awareness that such damage may result from this act or omission.

- 7.3 MLB shall never be liable for the costs of damage to the goods, commercial losses or intangible losses of any kind, including but not limited to losses caused by business interruption, loss of profits, loss of income or loss of the possibility to use the Contractor arising in connection with the performance or non-performance of a contract entered into with MLB.
- 7.4 MLB shall not be liable for any direct or indirect damage caused by auxiliary persons, agents or representatives.

8 FORCE MAJEURE

- 8.1 Force majeure shall be construed as an external event which could not have been foreseen and whose effects could not have been prevented. Force majeure shall include, but is not limited to acts of God, strikes, work stoppages or governmental regulations which prevent, delay or in any other way disturb the performance of obligations; lack of means of transport, unavailability of or inability to access any transport route or transport mode, electricity blackouts, interruptions of supplies of raw materials, inputs or finished products, and delays for technical reasons or defects. The aforementioned list shall not be exhaustive.
- 8.2 If MLB is not able to meet any of its obligations because of force majeure, and the conditions of operation of the force majeure are, in MLB's opinion, of a temporary or transient nature, MLB shall then be entitled to delay the performance of its obligations until there is a situation, cause or event which causes the force majeure to no longer exist.
- 8.3 If the situation caused by force majeure lasts for a period longer than 30 calendar days, MLB and the Contractor shall have the right to withdraw from the contract.
- 8.4 If the conditions after the occurrence of the force majeure described in this article are subject to change in such a way that MLB cannot reasonably be required to meet its obligations under the contract, MLB shall have the right to withdraw from the contract.
- 8.5 If MLB is not able to fulfil its obligations towards one or more of its contractors as a consequence of operation of the force majeure, but not towards all its contractors, MLB has the right to decide which of the obligations it shall meet, towards which clients and contractors and in what sequence.
- 8.6 MLB has the right to demand payment for all work completed by MLB or on its behalf to perform the contract signed with the Contractor prior to the occurrence of the force majeure
- 8.7 If the performance of this Contract is possible despite force majeure but results in higher costs incurred by MLB, and the Contractor wishes to perform the contract despite this fact, the additional costs shall be incurred by the Contractor.

9 PRICE AND PAYMENT

- 9.1 Unless otherwise specified in writing, all prices shall be net prices exclusive of VAT.
- 9.2 If the price of the goods is determined on the basis of weight of the goods, this shall mean the net weight.
- 9.3 Unless otherwise agreed in writing, payment must be made by the Contractor, even if the goods are lost or damaged in transit, upon presentation of a complete set of documents.
- 9.4 If the payment has been agreed on the date of receipt, the payment must be made immediately on arrival of the means of transport to the destination place. In the event of arrival on a day other than the working day, the payment must be made on the first working day after the arrival of the means of transport to the destination.
- 9.5 Under no circumstances shall the Contractor be entitled to a discount or set-off, or to suspension of the payment, unless otherwise agreed.
- 9.6 The payment must be made without any set-offs on dates agreed by the Parties and no later than within the time limit given in the invoice.
- 9.7 The Contractor shall pay delay interest for failure to make the payment within the set time limit, without any additional notice.
- 9.8 If the payment due to MLB shall not be made in a timely manner, the Contractor shall automatically owe interest at the maximum interest rate in accordance with the Civil Code or default interest in commercial transactions, whichever is higher, from the day on which the payment term expired, without prejudice to any of MLB's other rights.
- 9.9 The Contractor shall incur all legal and other expenses related to pursuing claims resulting from the improper performance of an obligation by the Contractor, including MLB's expenditures on legal and other advice.

10 CONFIDENTIALITY AND USE OF MATERIALS

- 10.1 Any information and materials provided to the Contractor by MLB and unavailable to the public shall be treated as confidential; this shall specifically refer to data regarding technical solutions and codes used by MLB as well as documentation related to the commercial contacts of the parties, information about the Contractor and the economic and legal situation of MLB.
- 10.2 The Contractor shall prevent the disclosure of confidential information by present and future employees, collaborators and partners, this includes after the termination of any employment relationship (termination of cooperation with a Contractor).
- 10.3 Any Contractor that wishes to disclose confidential information must have specific written consent from MLB, which determines the scope and subject matter of the granted consent.



10.4 All data and information provided in connection with an offer shall expressly remain the industrial or intellectual property of MLB. The Contractor shall expressly be prohibited from disclosing in any manner whatsoever, any materials or data or information without prior written consent given by MLB. The use of these materials as well as this data and information must be strictly limited to the internal use of the Contractor in the context of an order placed with MLB.

11 WITHDRAWAL FROM THE CONTRACT

11.1 MLB shall have the right to immediate termination of or withdrawal from the Contract with the Contractor, inter alia, in the following cases:

- a. the Contractor does not fulfil any one of its obligations under the contract within the agreed time limit;
- b. the Contractor has been declared bankrupt or a bankruptcy petition has been filed;
- c. the Contractor has applied for or has been granted suspension of payments to MLB - in such a case the withdrawal shall refer to the remaining part of the order which is not covered by the suspension of payments;
- d. the whole or part of the Contractor's assets has been placed in receivership;
- e. the Contractor that is the legal person has been dissolved or liquidated or a decision has been taken to liquidate the Contractor;
- f. the Contractor merges with or is taken over by a third party;
- g. the Contractor changes its legal form;
- h. an important change in the business activity of the Contractor has taken place.

11.2 The right to withdraw from the contract referred to in this section may be exercised by MLB within 3 months of the date of becoming aware of the existence of the basis for withdrawal.

11.3 In the event of the occurrence of any of the situations referred to in art. 11.1, all claims of MLB against the Contractor shall be fully payable on demand.

11.4 If the withdrawal from the contract took place after the goods have been issued to the Contractor or carrier, the Contractor shall deliver the goods to MLB at its own expense and risk. The Contractor shall also be liable for a reduction in the commercial value of the goods in the period between the issuance of the goods to the Contractor/carrier and their return to MLB.

11.5 If the Contractor withdraws from the contract with MLB, the Contractor shall pay the cancellation fee in the amount of 25% of the price which is due and payable forthwith and shall compensate the possible excess of damage including the lost profit.

12 FINAL PROVISIONS

12.1 MLB shall perform services using its own or other subcontractor's means and resources. The Contractor accepts that MLB may entrust the performance of the whole or part of the contract to its subcontractors.

12.2 The Contractor shall not be entitled to assign debts owed to MLB to any other entity.

12.3 If the Contractor has several debts owed to MLB, MLB shall decide on account of which of the debts it shall credit the payment made by the Contractor, regardless of the Contractor's indication.

12.4 Amendments to the Contract or GTCD shall only be valid when they are made in written or electronic form under pain of being null and void and provided that both Parties give their consent to such amendments.

12.5 All property and non-property disputes that may arise from the Contract shall be resolved by the common court having jurisdiction over MLB's registered office. However, in all cases, MLB may also sue the Contractor before another court with jurisdiction over the Contractor.

12.6 The Parties undertake to notify each other of any change of address. If the other Party is not notified of a change of address, any correspondence served to the previously indicated address shall be deemed to have been served and to have all the legal effects contained therein.

12.7 The governing law for Contracts concluded with the Contractor on the basis of the GTCD shall be the law applicable in the Republic of Poland.

12.8 The United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 shall not apply to contracts concluded on the basis of the GTCD.

12.9 In the event of invalidity, ineffectiveness, or irrelevance of any of the detailed provisions of the GTCD, the remaining provisions of the GTCD shall remain in full force and effect.