

GENERAL TERMS AND CONDITIONS
ICB PHARMA TOMASZ ŚWIĘTOSŁAWSKI, PAWEŁ ŚWIĘTOSŁAWSKI GENERAL PARTNERSHIP
dated 01.04.2018

1. GENERAL PROVISIONS

- 1.1. These General Terms and Conditions (hereinafter: „**GTC**”) apply to orders for goods, including in particular standard substances, mixtures, materials and packaging (hereinafter: "**Goods**"), placed by ICB Pharma Tomasz Świętosławski, Paweł Świętosławski General partnership (hereinafter: "**Ordering Party**") with contractors operating as professional business entities within their specialization (hereinafter: "**Supplier**", hereinafter also jointly: "**Parties**").
- 1.2. The GTC constitute a contract model within the meaning of art. 384 of the Civil Code.
- 1.2. The GTC apply from the time they are made available to the Supplier in a way that allows the Supplier to become acquainted with them.
- 1.3. In case the Ordering Party has concluded a framework contract and/or another contract with the Supplier, the provisions of the GTC apply to such contracts, unless the content of these contracts clearly states otherwise.
- 1.4. If the Supplier uses his own provisions of contract model character, mutually contradictory provisions do not apply.
- 1.5. In the event of a discrepancy between these GTC and the Order, the content of the Order is binding.

2. ORDERS

- 2.1. In order to purchase Goods from the Supplier, the Ordering Party will place an order with the Supplier via e-mail covering the material terms of the future contract, the order being placed on a form or in the form of an e-mail, from which it will directly result that it constitutes an offer to conclude a contract within the meaning of the Civil Code (hereinafter: "**Order**"). The template form is attached as Appendix 1 to these GTC.
- 2.2. Orders in a form other than the one specified in sec. 2.1 above shall be considered to be request for offer and do not constitute an offer within the meaning of the Civil Code.
- 2.2. The Order shall be deemed accepted for execution in accordance with the content of the Order if the Supplier confirms its acceptance for execution by sending an e-mail to the Ordering Party's e-mail address, or if within 3 business days of receipt of the Order, the Supplier does not submit a statement rejecting the Order, or if he provides the Ordering Party with the Goods indicated in the Order.
- 2.3. All communication between the Parties regarding the placing, acceptance or execution of Orders shall be made by e-mail to the address from which the Order was sent, unless otherwise specified in these GTC or the Order. The Supplier may reject of the Order by sending an explicit rejection statement via e-mail to the address from which the Order was sent.
- 2.4. Business days shall mean days from Monday to Friday, excluding statutory holidays in the country of the Ordering Party's registered office.
- 2.5. The Order may only be accepted by the Supplier only without reservations. Any conditions, provisions or reservations included by the Supplier in the Order confirmation or in any other place that modify or supplement the Order and/or the GTC, shall be deemed as placing an offer by the Supplier. Such an offer must be accepted by the Ordering Party in an explicit manner via e-mail under the pain of nullity. The Ordering Party may, at his own discretion, submit a statement on the acceptance of the offer, submit a statement of rejection of the offer or place a new Order in accordance with these GTC.
- 2.6. Unless otherwise explicitly stated in the Order, the price indicated in the Order includes the total cost of preparation, design, manufacturing of the Goods, as well as the costs of loading, transport, shipping, packaging, insurance, customs duties and unloading (if applicable) until the Goods are issued to the Ordering Party in the place of delivery indicated in the Order, as well as the costs

of obtaining and providing to the Ordering Party any documentation necessary for the given Order.

- 2.7. Each Order accepted for execution by the Supplier shall constitute a contract for the sale and/or delivery of Goods under the conditions specified herein (hereinafter: "**Contract**"). Persons actually undertaking activities regarding the placement of offers and accepting Orders on behalf of the Supplier shall be deemed to be authorized to submit binding statements of will in the name of the Supplier, unless the Supplier provides the Ordering Party by e-mail with a list of authorized representatives of the Supplier together with their contact details. The Supplier shall provide the Ordering Party with a list of persons along with contact details whom the Ordering Party may contact regarding legal regulations regarding the trade of and safe use of hazardous substances and mixtures.
- 2.8. In correspondence, documents and letters regarding the Order (in particular when confirming the acceptance of the Order, VAT invoice, etc.), the Supplier is obliged to indicate the Order number.

3. EXECUTION OF THE ORDER

- 3.1. The Order will be each time executed on the basis of standards and recommendations included in the technical specification, technical documentation and/or any other documentation attached to the Order and/or constituting its integral part, as well as in accordance with the provisions applicable both in the country of the registered seat of the Ordering Party and the Supplier and all norms and best practices applicable to the ordered type of Goods.
- 3.2. The Supplier is obliged in particular to comply with the relevant provisions regarding the placing on the market and the safety of use of chemical substances and mixtures thereof, relevant provisions regarding the transport of dangerous goods, relevant provisions regarding environmental protection, inter alia within the scope of placing of packaging on the market in compliance with the provisions and other provisions relevant for the subject of the given Order. In case of doubts as to the relevant provisions applicable to a given Order, the Supplier may contact the Ordering Party at the email address from which the Order was sent. Information obtained from the Ordering Party does not release the Supplier from the obligation to execute the Order in accordance with the relevant provisions and the requirements indicated in this section and sec. 3.1.
- 3.2. Along with the Goods, the Supplier is obliged to deliver to the Ordering Party the packaging specifications in which the Goods are delivered, taking into account primarily the type and composition of the raw material from which the packaging is manufactured and its mass.
- 3.3. If the Goods being the subject of the Order are delivered to the Ordering Party on EUR pallets or other pallets accepted by the Ordering Party in the content of the Order, the maximum height of the pallet with the Goods should not exceed 2 meters.
- 3.4. It shall be deemed that the Agreement cannot be considered as performed before the Goods have been delivered to the place indicated in the Order in full, in accordance with the Agreement and the provisions of law, together with all documentation necessary for proper use of the Goods and required under the Order and/or legal provisions and before the Goods are accepted in accordance with sec. 3.8 below. The Goods should be delivered in a form and with documents allowing immediate identification of their origin and series number and/or batch number for each collective packaging or individual packaging.
- 3.5. The Supplier may realize partial deliveries only after obtaining explicit prior consent from the Ordering Party in writing or via e-mail under the pain of nullity.
- 3.6. The Supplier is obliged, 3 days before the deadline for the performance of the Contract at the latest, to send the Ordering Party in an electronic form to the following address: dostawa@icbpharma.com, the delivery notification form (hereinafter: "**Notification Form**"). The template of the Notification Form is attached as Appendix 2 to these GTC.
- 3.7. Acceptance of the Goods takes place through a written confirmation of receipt of the Goods by an authorized representative of the Ordering Party. Confirmation of receipt of the Goods does not constitute confirmation by the Ordering Party that the Contract has been properly performed.

- 3.8. The Supplier is obliged to inform the Ordering Party immediately about all material circumstances regarding the performance of the Contract, including in particular any changes in the composition, specification or characteristics of the Goods being the subject of the Order, about any circumstances regarding the risk that exists or may arise in connection with the performance of the Contract and breaks in production that may affect the timely performance of the Contract, in advance enabling the Ordering Party to place an Order with another supplier without necessity to bear additional costs. A change in the composition, specification or characteristics of the Goods being the subject of the Order shall be effective with regards to the Ordering Party only upon prior explicit acceptance of such change in written form or via electronic mail.
- 3.9. In the event that due to the circumstances referred to in sec. 3.9 the performance of the Contract would be meaningless for the Ordering Party, he is entitled to withdraw from the Contract in whole or in part without setting an additional deadline and to charge the Supplier a contractual penalty for withdrawing from the Contract in the amount of 20% of the net value of the part of the Order that is subject to withdrawal.
- 3.10. The Ordering Party shall have the right, but not the obligation, to carry out an inspection in the place of storage or manufacturing of the Goods being the subject of the Contract before the delivery thereof, also in the presence of a third party authorized by the Ordering Party or request from the Supplier information regarding all or any part of these Goods, including information about the fulfillment by the Supplier of the requirements resulting from the relevant provisions. The Ordering Party shall inform the Supplier about the date of inspection or delivery of the requested information and/or documents. The use by the Ordering Party of the right referred to in this section cannot be considered as confirmation of receipt of the Goods or the proper performance of the Contract.
- 3.11. In the event that the Supplier does not comply with the standards, recommendations, provisions, norms and practices referred to in sec. 3.1 and sec. 3.2, the Ordering Party is entitled to set the Supplier additional deadline to make his activities and/or Goods comply with these standards, recommendations, provisions, norms and practices, and after the lapse of the additional deadline is entitled to withdraw from the Contract in whole or in part and charge the Supplier with a contractual penalty for withdrawing from the Contract in the amount of 20% of the net value of the given Order, which does not exclude the rights resulting from sec. 3.15.
- 3.12. In the event that the Supplier delivers Goods in greater quantity and/or in earlier time than indicated in the Contract, delivers Goods with a different composition, specifications or characteristics than those resulting from the Contract or delivers Goods not ordered by the Ordering Party, the Ordering Party is not obliged to accept the delivery, to store or maintain such Goods and may return them to the Supplier or inform about the necessity to collect the Goods by the Supplier and charge the Supplier with the costs incurred in connection with the return, storage and/or disposal of these Goods.
- 3.13. The Ordering Party is not obliged to accept Goods whose packaging indicates the possibility of damage or quantity shortages. Sec. 3.13 above shall apply accordingly.
- 3.14. In the event of a failure to perform the Contract within the deadline resulting from the Order, or within an additional deadline of 3 business days, the Ordering Party shall be entitled, at his own discretion, to:
- a) charge the Supplier with a contractual penalty of 1% of the net value of the Order for each commenced day of delay; or
 - b) withdraw from the Contract in whole or in part without setting an additional deadline and charge the Supplier with a contractual penalty for withdrawing from the Contract in the amount of 20% of the net value of the part of the Order to which the withdrawal refers.

4. INVOICES AND PAYMENTS

- 4.1. The net prices (excluding VAT) indicated in the Order are not subject to change, unless the Parties explicitly agree to such change additionally in a written form or via email, under the pain

of nullity. The above also applies if the price has been set indirectly, i.e. by indicating the method of its calculation.

- 4.2. Unless the Parties agree otherwise, the payments will be made within 45 days from the date of delivery to the Ordering Party of the original of correctly issued VAT invoice or other document confirming the performance of the Contract in accordance with applicable provisions, but no earlier than 45 days from the date of accepting the Goods in accordance with sec. 3.8 of the GTC. Whenever there is a reference to an "invoice" in these GTC, it should also be understood as also other document confirming the performance of the Contract in accordance with applicable provisions.
- 4.2. Payments shall be made by bank transfer to the account indicated by the Supplier in the invoice. The day of charging the bank account of the Ordering Party shall be considered as the day of payment.
- 4.3. If the invoice is issued in a manner inconsistent with the provisions, the Contract or the contents of these GTC or indicates the price in the wrong amount - the payment deadline runs from the date of delivery of the correcting invoice to the Ordering Party.
- 4.4. The invoice must first and foremost determine the type and quantity of ordered Goods and the Order number. The Ordering Party accepts the use of electronic invoices by the Supplier. Electronic invoices should be delivered to the Ordering Party by e-mail to the address: efaktury@icbpharma.com.
- 4.5. The Supplier is obliged to issue an invoice in the currency indicated in the Order. Change of currency may take place upon prior consent of the Ordering Party expressed in writing or via electronic mail, under the pain of nullity.
- 4.6. If the delivery of the Goods is not realized in accordance with the Contract, the Ordering Party has the right to withhold the payment until full and proper performance of the subject of the Contract, or has the right to deduct receivables due from the Supplier for non-performance or improper performance of the Contract and/or for failure to remedy the defect.

5. LIABILITY

- 5.1. The Supplier undertakes to exercise utmost diligence resulting from professional performance of business in the performance of the Contract and shall be liable for any damages (including losses and costs) caused by improper performance and/or non-performance of the Contract.
- 5.2. The Supplier may entrust the performance of all or part of the Contract to third parties (hereinafter: "**Subcontractors**") only upon prior explicit consent of the Ordering Party, expressed in writing or via email, under the pain of nullity.
- 5.2. The Supplier shall be responsible for all actions and omissions of Subcontractors, including in particular for the quality and timeliness of deliveries, as for his own actions and/or omissions, regardless of the manner of choice or status of the Subcontractor.
- 5.3. The Supplier is obliged to provide within the Contract Goods free from physical and legal defects. In particular, quantitative and qualitative shortages as well as the lack of delivery of the required documentation regarding the Goods are considered physical defects. The Ordering Party has the right, but not the obligation, to inspect (examine) the Goods. The Ordering Party does not lose the rights under the warranty for physical defects if the Supplier knew about the defect or assured the Ordering Party that the defects do not exist (hidden defects).
- 5.4. In case the Supplier provides the Ordering Party with defective Goods, the Ordering Party shall inform the Supplier about the discovery of the defect and shall be entitled, at its discretion, to:
 - a) withdraw from the Contract within 5 business days of the discovery of the defects of the Goods and demand a contractual penalty amounting to 20% of the net value of the Order, or
 - b) price reduction in an appropriate amount for the Goods and/or claim for compensation (including the value of lost profits) and/or reimbursement of costs.
- 5.5. For the avoidance of doubt, all rights arising from the Contract regarding claims for improper performance, untimely performance, partial performance or non-performance of the Supplier's

obligations under the Contract do not limit or exclude the rights of the Ordering Party resulting from the applicable provisions of law.

- 5.6. Any limitation of the Supplier's liability under the warranty or guarantee, including limitation for any damage caused by the defectiveness of the Goods, shall not apply.
- 5.7. The Supplier is obliged to have, throughout the whole term of the Contract, civil liability insurance, covering all circumstances of the Supplier's liability covered by the Contract, for an amount corresponding at least to the value of the Order. The Supplier is obliged to promptly present the insurance certificate or other document confirming the possession of the insurance contract at every request of the Ordering Party.

6. CONFIDENTIALITY

The Supplier is obliged to keep confidential all information, knowledge and documents received from the Ordering Party or made available to him in any other way, regarding the activities of the Ordering Party or the activities of any associated entity, such as technical data, measurements, techniques, operational experience, trade secrets, know-how, plans and other information and documents, to not share them with third parties, as well as to use them only for the purpose of performing the Contract. The above does not apply in cases where the information was already known or becomes known to the Supplier without violation of the contractual obligation by the Supplier or by a third party. The confidentiality obligation binds the Supplier until the lapse of 5 years from the performance of the Contract.

7. RIGHTS OF THIRD PARTIES

- 7.1. The Supplier guarantees that all Goods delivered by him under the Contract are free from any property rights of third parties (including in particular patents, trademarks, copyrights and rights related to copyrights). The Supplier in particular, guarantees that providing the Ordering Party with Goods and his use of the delivered Goods does not infringe any patents, licenses or other rights of third parties.
- 7.2. In the event of any third parties claims against the Ordering Party for violation of their rights to works, including in particular copyrights and rights related to copyrights, the Supplier shall reimburse the Ordering Party any reasonable costs incurred as a result of the realization of such third party claims. In the event of such claims being filed, the Supplier is obliged to cooperate with the Ordering Party and undertake appropriate actions to defend the Ordering Party from filed claims.

8. FINAL PROVISIONS

- 8.1. The Supplier may use the Ordering Party's logo and/or include references to business relations with the Ordering Party in commercial information and/or documents and/or advertising materials only upon prior explicit consent of the Ordering Party expressed in writing under pain of nullity. The consent may be withdrawn by the Ordering Party.
- 8.2. The reservation of contractual penalties does not exclude the possibility to claim damages pursuant to general terms.
- 8.2. The Supplier is entitled to transfer all or part of his rights and obligations under the Contract only upon prior consent of the Ordering Party expressed in writing under pain of nullity.
- 8.3. The Ordering Party may change the provisions of the GTC in accordance with the applicable provisions in order to adapt them to the current market situation, generally applicable provisions of law or the internal policy of the Ordering Party. The change of the provisions of the GTC shall apply to Orders placed after the changed GTC have been made available.
- 8.4. The court competent to resolve disputes arising from legal relations between the Ordering Party and the Supplier in the scope of Orders and these GTC shall be the court competent for the registered seat of the Ordering Party.

- 8.5. The law applicable to the Contracts is Polish law. Unless otherwise provided for in these GTC or otherwise regulated in the Contract, clauses customarily used in trade will be interpreted in accordance with the ICC Paris INCOTERMS rules in their latest published version.
- 8.6. Information on the processing of personal data of contact persons and its employees or co-workers, the entrusting of which took place in connection with the conclusion of the Contract, within the scope and for the purpose necessary for its performance and of which the Ordering Party is the administrator, is attached as Appendix 3 to these GTC. Appendix 3 shall be also considered as an information clause of the Ordering Party towards the Supplier.
- 8.7. The Supplier undertakes to fulfill, pursuant to Appendix 3, on behalf of the Ordering Party any and all obligations to provide information to persons whose personal data were made available by the Supplier to the Ordering party (this obligation may be fulfilled in particular by providing them with Appendix 3).
- 8.8. These GTC have been prepared in the Polish and English version. In the event of any discrepancies between the Polish and English version, the Polish version of the GTC shall prevail.