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Registered in the Commercial Register kept by the Municipal Court in Prague, Section C, Entry 624

## **General Sales and Delivery Conditions Katchem spol. s r.o.**

### **(„General Conditions“)**

#### Article 1

#### **General Provisions**

1. The General Conditions form an integral part of all business transactions between Katchem spol. s r.o. as the Seller and the customer as the Buyer, form an integral part of all offers by Katchem spol. s r.o. and of all orders confirmed in writing by Katchem spol. s r.o. as the Purchase Order Summary (hereafter referred to as POS).
2. The unsigned POS is in fact the draft of the purchase contract, which is issued by the Seller.
3. The Buyer by their signing the POS approves of the General Conditions published on the Seller's website <https://katchem.cz/en>. Unless it is explicitly indicated otherwise in the POS, the terms used in the POS have the meaning indicated in the General Conditions.
4. The contract is concluded by signing the POS by the Seller and the Buyer. The Seller is obliged to deliver goods and the Buyer is obliged to receive the goods under the conditions stated in the POS.
5. The Buyer's terms contrary to those indicated in the General Conditions, which complement the scope or differ from the General Conditions, shall not be a part of the agreement, unless the Seller explicitly agrees in writing to the use of such terms.
6. In the event of a discrepancy between the POS and the General Conditions, the text of the POS prevails.
7. The rights of Seller not listed in these General Conditions are governed by applicable laws in the Czech Republic and the EU.

## Article 2

### The Order Procedure

#### Demand (Inquiry)

1. All Demands should be made through the Seller's website <https://katchem.cz/en>.
2. The chemicals that the Seller produces and sells are all listed on the Seller's website along with information about basic physical and chemical characteristics.
3. Only a registered Buyer with a completed profile may see the item prices. Only the person, who has the rights to negotiate and conclude contracts (depending on the internal Buyer's rules) may set up those profiles and place Demands.
4. If the Buyer makes the first query via phone or email, they will be referred to the website. The website is the only way to request and receive initial information.
5. After sending the Buyer's Demand using the web form, the Buyer will receive a confirmation email. This completes the automatic part of the Seller's process. Next, the Seller will check the stock and/or production capacity and contact the Buyer as soon as possible, which is usually the next working day.

#### Purchase Order Summary (POS)

6. The above process leads to an overview in the POS, which is either a copy of the Buyer's Demand in items and prices (if the Seller can fully supply it), or an offer of the maximum amount of inventory, or our production options (if the Seller cannot supply it). The POS contains at least: the invoice address, the delivery address, VAT (if available), the contact person including his or her telephone number, the chemical name(s) of the item(s) requested including the catalogue number(s) and their prices, the estimated delivery date (which is valid only if the POS is accepted within two weeks), the total price in the requested currency, the agreed mode of transport and the transport price, the price of the royalties (if applicable), the price of other optional services and the payment method.
7. The unsigned POS is in fact the draft of the purchase contract, which is issued by the Seller as an offer. The signed POS is in fact the binding purchase contract.
8. The Seller's failure to react to an inquiry, order, application, or other Buyer's declarations may not be considered consent to the making of an agreement or binding order unless such agreement is made in writing. If such confirmation contains obvious errors, misprints, or miscalculations, it is not binding upon the Seller.
9. All goods the Seller offers are colour-coded in the price list and on the website <https://katchem.cz/en>. The conditions under which the Seller can export goods

abroad are always listed when describing how to order individual goods (unlicensed goods, dual-use goods, military goods and Dilactamate group goods).

10. The Buyer is obliged to submit to the Seller, together with the signed order, all documents required for granting the goods export license in the prescribed form complying with the goods designation (applicable for dual-use goods and military goods and for Buyers outside the Czech Republic: you can find more information on the website under Licences for dual-use Goods / Military goods; the links for all necessary documents are on the website or they are also contained in the Demand confirmation email).
11. In the event that the Buyer fails to comply with the obligation to submit to the Seller the required export documents in a timely and orderly manner, the Seller has the right to unilaterally withdraw from the POS by a written declaration with the effect from the day of it is served on the Buyer. In such an event, the Seller has the right to claim from the Buyer a compensation for damage occurred, including lost profit.
12. If the POS is not signed within two weeks, the item(s) will no longer be reserved and will be released for resale. The whole business case is then cancelled.
13. The Seller guarantees the declared chemical purity and the declared isotopic purity (if applicable in isotopically labeled compounds). The documentation of those consists of NMR spectrum and/or Certificate of Quality. The Seller, potentially, provides other analytical reports, but only if they are approved in the POS. There is no guarantee about the impurities composition other than their maximum total amount.
14. The Seller doesn't issue any Specification Sheets. All known physical and chemical characteristics of the products are available in the Safety Data Sheets. On demand, the Seller can provide the NMR spectrum and/or Certificate of Quality of the previous batch (for chemicals which are not in stock).
15. The Seller reserves the ownership rights to all documents issued. These documents shall not be provided to any third party other than the end user of the goods.
16. If the Buyer withdraws from the POS or a part hereof, and thus cancels an order or a part hereof due to reasons outside the Seller's responsibility, they shall compensate to the Seller any costs incurred as a consequence of such withdrawal or cancellation. If there is a penalty agreed in the POS, the Seller is obliged to pay this additional penalty.
17. Changes to an order are effective only in the form of a newly signed POS.
18. If the demanded chemical compounds are not listed in the catalogue and they require research and development, the delivery term and price shall be agreed individually. The Seller reserves the right to withdraw from the POS if the production proves technologically unfeasible.

19. The Seller reserves the right to withdraw from the POS in the event of failure to produce the goods or failure to deliver the goods for reasons on the part of the transport company.

## Article 3

### **Delivery Terms**

1. The place of delivery, the party arranging transport (the Seller or the Buyer), the carrier, the shipping cost along with the cost of insurance (if applicable), the estimated shipping date and the corresponding INCOTERMS 2020, are all stated in the POS.
2. The shipping date may be earlier than the estimated one, if the goods are manufactured in a shorter period of time.
3. Until the Buyer provides the necessary documents for a possible licensing procedure, the Seller does not start production and does not guarantee a predetermined date for dispatch of the goods.
4. If the licensing procedure is not successful, the Seller may not by law deliver the goods. The whole business case is cancelled.
5. If the transport is arranged by the Buyer, the FCA INCOTERMS 2020 applies will apply and the exact date of dispatch must be agreed in writing at a later date (after the Seller has indicated that the goods are ready for loading).
6. If the transport is arranged by the Seller, the Seller has the right to decide the carrier and the best method of transport, i.e. the goods may be sent by air, by ship, by road. If the Buyer wishes the Seller to arrange transport DAP INCOTERMS 2020, the goods worth more than EUR 1,500 / USD 1,800 are automatically insured at the Buyer's expense.
7. Regardless of who arranges the transport, the applicable provisions (CLP, ADR, IATA, IMDG) must be followed.

## Article 4

### **Price and Payment method**

1. Prices are quoted in EUR, CZK and USD and available on the Seller's website <https://katchem.cz/en>. The quotations may differ on a daily basis.
2. All the quoted prices are net prices, that is, the current VAT rate will be added to the price.

3. The POS takes over the item prices from the Demand date and only those prices are valid for the contract. More recent web-based quotations are irrelevant unless in the form of a newly signed POS.
4. All goods export fees or charges (customs, licenses and other fees) are paid by the Buyer.
5. The Seller is not obliged to notify the Buyer of any obligation to pay optional taxes or fees.
6. Payments are preferably made by bank transfer and bank fees will be borne by the Buyer.
7. The Seller does not accept cheques or cash.
8. The Seller issues electronic invoices only in the form of PDF files, which are sent to the Buyer's contact email address. Concurrently, a printed invoice is part of the delivery of the goods. The Seller does not currently issue electronic invoices in a structured format according to Directive 2014/55/EU of the European Parliament and of the Council of 16 April 2014 on electronic invoicing in public procurement or in any other structured format.
9. In the case of payment by credit card, the Buyer will receive a link to the payment gateway by email together with a proforma invoice or invoice.
10. The usual payment date is 30 days from issuing the accounting document (invoice). Any exceptions would be stated in the POS. On this date, the relevant financial amount should be in the Seller's account.
11. If the Buyer delays the purchase price payment or a part hereof, the Seller has the right to a contractual penalty of 0.1% of the owed amount for each day of delay, including the first day of delay. The contractual penalty is not included in optional damage compensation. Applying the provisions of § 2050 of Act 189/2012 Sb. Civil Code, as amended, is excluded.
12. Depending on the order value and other non-public attributes, a prepayment could be required (100% prepayment is mandatory mainly for new Buyers and all customers from the U.S.A.). The prepayment date is no later than 7 days after signing the POS. The production starts upon receipt of payment into the Seller's account
13. If instalments are arranged, the Seller and the Buyer agree, in terms of § 1931 of the Civil Code, that the debt is immediately due if the Buyer is one instalment late.
14. If the Buyer is late with the settlement of any outstanding claim recorded by the Seller, the Seller has the right to suspend any further supply of goods until the Buyer has completed all the contractual liabilities. In this such a case, the Seller is not deemed to be have delayed the delivery of the supplies and in consequence, the Seller is not obliged to compensate for damages so incurred.

15. Delayed payment of the purchase price or a part hereof is considered a major breach of the POS.
16. The Buyer has no right to suspend the purchase payment or a part hereof due to any claims against the Seller. The Buyer has no right to set any claims against the purchase payment, even if such claims result from timely complaints. The optional reduction of the purchase price due to defective goods will be resolved by a credit note after the purchase price payment.
17. A Letter of Credit can be used instead of payment in advance upon agreement of both sides.
18. There are no minimum Order value limits for payments by bank transfer. The minimum Order value limits could be applied for card payments.
19. There are maximum Order value limits for Orders placed via the company's website: 1.000.000 EUR/ 1.200.000 USD/ 25.000.000 CZK. Those contracts are concluded individually.
20. If the delivery fails due to reasons on the Buyer's side (e.g. they do not simply accept the delivery, they do not fill out the necessary import documents), the Buyer will be charged a penalty of 50% of the total price and the whole business case will be canceled.

## Article 5

### **Transfer of ownership and passing of risk of damage to goods**

1. Damage liability is regulated by INCOTERMS 2020.
2. The right of ownership transfers onto the Buyer only upon full payment of the purchase price. Until the full payment of the purchase price is made, the Seller is holder of the goods concerned as the keeper of the goods for the benefit of the Buyer. The goods will be stored separately from other goods in the Buyer's ownership. The Seller ensures that the goods are free from any fees, liens or other rights of third parties.

## Article 6

### **Liability for defective goods**

1. If the supplied goods are stored properly according to the Seller's SDS (Safety Data Sheet) instructions, the guarantee period is 12 months. That means the expiry date is no earlier than 12 months after dispatching the goods. Still, most

of the Seller's chemicals are stable for many years; that just cannot be guaranteed in general nor are the expiration periods tested individually.

2. If the supplied goods do not correspond with the amount, quality or packaging stipulated in the POS, then they are considered defective. The Buyer is obliged to demonstrably prove to the Seller that the goods are defective.
3. The Buyer is obliged to inspect the goods immediately after they are supplied to the place of delivery. The Buyer must report any defects discovered in the goods at the handover or inspection to the Seller immediately in writing (e.g. by electronic mail, by courier, etc.) no later than 7 days from the inspection during which the defects were found. Records of the nature of the defect need to be confirmed by an independent inspector (a third person with the relevant expertise). The Buyer must report defects identifiable by laboratory analysis to the Seller within 14 days from the inspection of the goods. The Buyer's claims of weight differences, damaged packaging, low quality or deterioration of the goods must be documented to the Seller along with a document confirmed by an independent inspector (a third person with the relevant expertise).
4. If the Buyer has a complaint about the goods quality, they must submit a sample of the goods in question taken in the presence of an independent third person or in the presence of the Seller's representative, if needed.
5. For the whole period of a complaint up to its full resolution, unless the parties agree otherwise, the goods in question are stored separately and must not, without prior explicit consent of the Seller, be handled in a way that might make the inspection more difficult or impossible. For this purpose, the Buyer is obliged to enable the Seller to inspect the complained goods at the place of storage.
6. The Seller informs the Buyer, within 5 days from notification of the defects, about the complaint procedure or rejects the complaint within the same period. The Seller has the right to reject the complaint even after this period if it proves to be unjustified.
7. If a complaint is justified, the Buyer may request a new supply of the missing goods, its replacement or a price reduction.
8. Complaints do not apply to goods that have been misused by the Buyer or to goods damaged by failure to follow the Seller's instructions regarding storage and use.
9. If the Buyer violates their duty to inspect the goods within the specified time, or fails to report defective goods in compliance with the General Conditions, the Seller has the right to reject the complaint with no further liability.
10. If an expert opinion is required to confirm any defects, the cost so incurred shall be borne by the party who ordered the expert opinion. Should the expert opinion

conclusion be to the benefit of the complaining party, this party is entitled to claim the costs from the other party.

## Article 7

### **Use of products by Buyers**

1. The products of the Seller are supplied as input production products and may not be used for any other purposes
2. Products must not be used for in vitro diagnostics, food production, medical products or cosmetics directly (without subsequent chemical modifications).
3. The Seller does not test the safety and efficacy of products for inclusion or use in food, pharmaceutical products, healthcare preparations/appliances, in cosmetic products or for commercial or other purposes, unless the Seller's documentation explicitly stipulates otherwise.
4. The Seller explicitly notifies the Buyer that it is their duty to properly use and further process and distribute all the Seller's products.
5. The Buyer is responsible for risk assessment and for undertaking any further research that might be necessary to obtain information about risks resulting from the use of the Seller's products.
6. The Buyer takes into consideration that the Seller's products and their handling may be subject to regulation according to the relevant legislation. The Buyer is fully liable for maintaining the obligations related to handling products purchased from the Seller.

## Article 8

### **Limitation of liability**

1. The parties shall not be liable for partial or full failure to complete contractual obligations in the following circumstances:
  - *Force Majeure*, which encompasses circumstances arisen after the making of an agreement because of unforeseeable and irreversible action by another party, e.g. production equipment breakdown, natural perils, war, sabotage or strike. Should the force majeure not exceed 90 days, the parties are obliged to complete the contractual obligations as soon as the effects of force majeure cease to exist; the delivery period and all other deadlines shall be postponed for the period of the force majeure;
  - and in *the event of intervention of the state authorities* of the Seller's or the Buyer's country preventing the parties from completing their contractual duties.



## Article 9

### **Governing Law**

1. Unless explicitly stated otherwise in the POS, the rights and duties of the parties and the relevant legal relations shall be regulated by Czech law, especially by the relevant provisions of Act 89/2012 Sb., Civil Code, as amended.
2. Application of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (the Vienna Convention) and of the international private law standards is excluded.

## Article 10

### **Settlement of disputes**

1. In the event of disputes between the parties in relation to the POS, its application or interpretation, the parties will make their maximum efforts to settle the dispute amicably.
2. Should the parties fail to resolve the dispute in an amicable manner, the dispute shall be submitted to the relevant court of the Czech Republic at the time of filing a motion.

## Article 11

### **Language versions of the General Conditions**

1. The General Conditions are made in Czech and English. In the event of discrepancies between the two versions, the Czech version prevails.

## Article 12

### **Personal data protection**

1. The parties take into consideration that, based on the POS, they are authorized to mutually process their data in terms of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on data protection and relating legislation in the scope of this Agreement; or depending on the nature of data collected during their business cooperation either from the other party or from public registers.

2. Personal data shall be processed by the parties especially for the purpose of completion of obligations resulting from the POS or set out by the valid legislation; and further, for the purpose of their rightful interests, especially while completing the contractual obligations.
3. Personal data shall be processed for the period of the relationship established by the POS and after termination hereof, for the period when the contractual obligations were enforced, extended by one calendar year, unless the valid legislation (e.g. the Act on accounting, Act on documents filing) prescribes a longer period for data archiving.
4. The parties declare that their personal data or the personal data of legal persons' representatives, authorized bodies or employees are provided voluntarily, within business activities or employment relations, and that they are complete and up to date.
5. The parties undertake to inform the other party without undue delay about any changes, with the aim to fulfil the obligation to process the correct, accurate and complete data.
6. The parties undertake to keep confidential all the personal data processed in relation to the POS.
7. The parties as administrators undertake to process personal data in compliance with the valid legislation.
8. In the event of violation of any obligation concerning personal data protection resulting from the POS or from the relevant legal provision, the violating party undertakes to compensate the aggrieved party and, among others, to pay the administrative fee imposed onto them by the Office for Personal Data Protection. The parties undertake to process personal data in compliance with the valid legislation.

## Article 13

### **Final provisions**

1. The Buyer declares and confirms by their signature on the POS that they are not listed among countries under goods import sanctions imposed by institutions whose resolution is binding upon the Seller.
2. Should such a situation occur in the future, the Buyer is obliged to inform the Seller in writing without undue delay. If the Buyer is listed among countries under sanctions imposed by institutions whose resolution is binding upon the Seller, the Seller has the right to halt the supply of goods, and the completion of contractual obligations, with immediate effect until the termination of sanctions imposed upon the Buyer.

3. The General Conditions relate to all goods deliveries by the Seller. Optional purchase conditions indicated or pre-printed on the Buyer's order as any other conditions in the Buyer's order which are contrary to these General Conditions are considered ineffective, unless the Seller confirmed such other conditions in writing before the goods delivery.
4. The General Conditions become valid and effective on 19.4.2023 and replace any previous Seller's general sales conditions.