



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

(„General Conditions “)

Article 1

General Provisions

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, and form an integral part of all offers by Katchem spol. s r.o., of all orders confirmed in writing by Katchem spol. s r.o. and of the purchase agreement made between the Seller and the Buyer. The Buyer by their signing the Purchase Agreement/Purchase Order Summary approves of the General Conditions published on the Seller's website www.katchem.cz. Unless it is explicitly indicated otherwise in a Purchase Agreement/ Purchase Order Summary, the terms used in a Purchase Agreement/Purchase Order Summary have the meaning indicated in the General Conditions. Customer'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 to the use of such terms. In the event of any discrepancy between Purchase Agreement/Purchase Order Summary and the General Conditions, the text of the Purchase Agreement/Purchase Order Summary prevails. The rights of Katchem spol. s r.o. not listed in these General Conditions are governed by applicable laws in the Czech Republic and the EU."

Article 2

Offer and making agreement / Confirmed Purchase Order Summary

All non-binding orders should be made through the company's website www.katchem.cz. The products that Katchem spol. s r.o. produces and sells are all listed on the company's website along with information about basic physical and chemical characteristics. Only a registered customer with a completed profile may see the prices and place non-binding orders. Item prices are also accessible only to registered customers. If a customer makes a query via phone or email, they will be referred to the site. This is the only way to request information. After sending a non-binding order using the web form, you will receive a confirmation email. This completes the automatic part of our process. Next, we will check the stock / production capacity and contact you as soon as possible, which is usually the next working day.

Purchase Order Summary (POS)

The above process leads to an overview in the Purchase Order Summary, which is either a copy of your non-binding order in items and prices, or an offer of the maximum amount of inventory, or our production options. The Purchase Order Summary contains: the invoice address, the delivery address, VAT (if any), the contact person including the telephone number, the name of the goods ordered including the catalogue number, the estimated delivery date, the total price in the requested currency, the agreed mode of transport and the transport price, the insurance price, the price of the royalties (if applicable), the price of other optional services and the payment method.

Purchase Agreement /Purchase Order Summary

Orders are not binding upon the Seller until confirmed in writing or until a Purchase Agreement is made. The Seller's failure to react to an inquiry, order, application, or other customer'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. All goods we offer are color-coded in the price list and on the company's website. The conditions under which our company can export goods abroad are always listed when describing how to order individual goods (unlicensed goods, dual-use goods and military goods). 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: you can find more information on the web site – Licences for Dual use Goods/ Military goods; the links for all necessary documents are on the website or they are also contained in the non-binding order confirmation e-mail). 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 Purchase Agreement / Purchase Order Summary 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 compensation for any damage occurred, including lost profit. If the Purchase Order Summary is not signed within one week, the item will no longer be reserved and will be released for resale. Analytical reports and other goods characteristics in the form of certificates of the performance analysis in the product catalogue, technical specifications, or any other production documents are for information only, unless it is explicitly stated that these are binding. The reports make no representation about the quality or properties of the goods, nor do they guarantee such quality or properties, unless the Seller refers the customer in writing to a product description as a guarantee of a certain quality or property or to an agreement of a certain quality or property. The Seller reserves any ownership rights to all offering documents. These documents shall not be provided to any third party. If the Buyer withdraws from an agreement or Purchase Order Summary or a part hereof, or 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. Changes to an order are effective only upon a written confirmation by the Seller. The Seller reserves the right to modify goods specifications if such modifications are minor and if it can be reasonably expected that the Buyer accepts such modifications, especially if the goods

can be used for the intended purpose. If the ordered 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 order completion if the production is technologically unfeasible. If the Seller substantially changes an order (e.g. delivery term, price of goods, etc.), they notify the Buyer in writing. If the Buyer then withdraws from the Purchase Agreement / Purchase Order Summary, they shall not be liable to cost compensation.

Article 3

Delivery Terms

The date of dispatch must be agreed in writing. Delivery periods and delivery terms are binding only if they have been explicitly designated as binding. 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. If the licensing procedure is not successful, the seller may not deliver the goods by law.

Place of delivery, transport and insurance

The place of delivery is agreed in the Purchase Contract /Confirmed Purchase Order summary. If the Buyer arranges transport then, unless otherwise agreed, the place of delivery is the place of loading onto the transport arranged by the buyer. Transport is arranged by the Seller and its costs paid by the Buyer unless it is agreed otherwise in Purchase Agreement / Confirmed Purchase Order Summary or unless the General Conditions stipulate otherwise. The Buyer confirms shipping instructions to the Seller when signing the Purchase Contract / Confirmed Purchase Order Summary. If the Buyer wants the Seller to arrange transport, the Seller has the right to decide upon the best method of transport at their discretion, i.e. the goods may be sent to the Buyer by air, by a ship, by train or by road transport. The price is then stated in the Purchase Order Summary and after signing becomes binding. The transport of goods and their identification are governed by the relevant provisions of **IATA, ADR, CLP**. All the Seller's arrangements are made in accordance with **INCOTERMS 2020** and in accordance with the current logistics fees, which can be found on the websites of individual freight forwarding companies. Goods worth more than **€1,500 /USD 1,600** are automatically insured at the Buyer's expense.

Article 4

Price and Payment method

The amount and price of the goods is agreed in the Purchase Agreement / Purchase Order Summary. Where no fixed price was explicitly agreed, the invoiced price is the price indicated in the Katchem spol. s r.o. price list valid as of the delivery date. The final price is confirmed along with the order confirmation. Prices are quoted in EUR. It

is also possible to pay in CZK and USD. The exchange rate used to calculate the payment is the exchange rate on the date of invoice . All the quoted prices are net prices, that is, the current VAT tariff will be added to the price. All goods export fees or charges (customs, licenses and other fees) are paid by the Buyer. The Seller is not obliged to notify the Buyer of any obligation to pay optional taxes or fees. Payments are preferably made by bank transfer and the Buyer bears the bank fees.

We do not accept cheques.

In case of payment by credit card, we require written consent from the owner of the card with the following information:

- Name
- Address
- Card Number, including last three numbers on the reverse side of the card (Card Verification Value Code)
- Expiration date
- Total sum to be paid
- Signature

You can send this information as a scanned attachment by e-mail.

Unless otherwise specified, the completion day is the date indicated in the Purchase Agreement/Purchase Order Summary or in a relevant accounting document (invoice), when the relevant financial amount should be in the Seller's account. The usual payment date is 30 days from issuing the accounting document (invoice). 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 delayed day. 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. If instalments are arranged, the Seller and the Buyer agree, in terms of § 1931 Civil Code, that the debt is immediately due if the customer makes one late payment. Delayed payment of the purchase price or a part hereof is considered a major breach of Purchase Agreement/Purchase Order Summary. 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 case the Seller is not deemed to have delayed the delivery of the supplies and in consequence, the Seller is not obliged to compensate for damages so incurred. 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. If the Seller is reasonably in doubt about the Buyer's ability to pay, the Seller has the right, regardless of the enforcement of any other of the Seller's rights, to unilaterally modify the payment conditions stipulated in the Purchase Agreement, especially to reduce the invoice maturity or to require payment in advance. A 100% pre-payment will be required from new customers, from customers who were late with their previous payments and on all orders of over EUR 5,000. -/USD 6,000.-. If a contractual penalty is agreed, creditors have no right to compensation for damages caused by a breach of the relevant contract provision.

Article 5

Transfer of ownership right and pass of the goods damage risk

Damage liability is regulated by the INCOTERMS 2020. 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, lien or other rights of third parties.

Article 6

Liability for defective goods

If the supplied goods are stored properly according to the Seller's SDS (safety data sheet) instructions, the guarantee period is 6 months. If the supplied goods do not correspond with the amount, quality or packaging stipulated in Purchase Agreement, then they are considered defective. The Buyer is obliged to demonstrably prove that the goods are defective to the Seller. 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 with a document confirmed by an independent inspector (a third person with the relevant expertise). 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. 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. 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. If a complaint is justified, the Buyer may request a new supply of the missing goods, its replacement or a price reduction. Complaints do not apply to goods misused by the Buyer or goods damaged by failing to follow the Sellers instructions regarding storage and use. 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. 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 has the right to claim the costs from the other party.

Article 7

Use of products by customers

The products of Katchem spol. s r.o. are supplied as input production products and may not be used for any other purposes. Products must not be used for in vitro diagnostics, food production, medical products or cosmetics. Katchem spol. s r.o. 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 Katchem spol. s r.o. documentation explicitly stipulates otherwise. Katchem spol. s r.o. explicitly notifies the Buyer that it is their duty to properly use and further process and distribute all the Katchem products. 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 Katchem products. The Buyer takes into consideration that Katchem products and their handling may be subject to regulation according to the relevant legislation. The customer is fully liable for maintaining the obligations related to handling products purchased from Katchem spol. s r.o.

Article 8

Limitation of liability

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 the completion of their contractual duties.

Article 9

Governing Law

Unless it is explicitly stated otherwise in the Purchase Agreement/Purchase Order Summary, 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. 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

In the event of disputes between the parties in relation to the Purchase Agreement/Purchase Order Summary, its application or interpretation, the parties will make the maximum effort to settle the dispute in a friendly way. Should the parties fail to resolve the dispute in a friendly way, 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

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

The Parties take into consideration that, based on the Purchase Agreement/Confirmed Purchase Order Summary, 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. Personal data shall be processed by the parties especially for the purpose of completion of obligations resulting from the Purchase Agreement/Confirmed Purchase Order Summary or set out by the valid legislation; and further, for the purpose of their rightful interests, especially while completing the contractual obligations. Personal data shall be processed for the period of the relationship established by the Purchase Agreement/Confirmed Purchase Order Summary and after termination thereof, 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. 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. 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. The parties undertake to keep confidential all the personal data processed in relation to the Purchase Agreement/Confirmed Purchase Order Summary. The parties as administrators undertake to process personal data in compliance with the valid legislation. In the event of violation of any obligation concerning personal data protection resulting from the Purchase Agreement/Confirmed Purchase Order Summary 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

The Buyer declares and confirms by their signature on the Purchase Agreement/Confirmed Purchase Order Summary that they are not listed among countries under goods import sanctions imposed by institutions whose resolution is binding upon the Seller. 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. 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.

The General Conditions become valid and effective on 1. 1. 2021 and replace any previous Seller's general sales conditions.