

# **Contipro General Contractual and Delivery Terms and Conditions**

## Article 1

### Definitions of Terms

- (1) 'Supplier' means Contipro a.s.
- (2) 'Customer' means a person who has expressed an interest in concluding a Purchase agreement with the Supplier.
- (3) 'Buyer' means a person who has concluded a Purchase agreement with the Supplier.
- (4) 'Raw materials' mean active ingredients in form of powder, solution or nanofibers.
- (5) 'Final products' mean medical drugs, medical devices, food supplements, veterinary products, feed supplements.
- (6) 'Product' means Raw materials or Final products manufactured and supplied by the Supplier.

## Article 2

- (1) The Contipro General Contractual and Delivery Terms and Conditions (hereinafter referred to as 'Conditions') regulate the framework conditions for the sale of Contipro Products.
- (2) The provisions of Articles 2 to 5 and 8 regulate the conditions for concluding agreements for the supply of Products by the Supplier and express the desired method of concluding the agreement. The agreement may also be concluded in another way in accordance with the conditions of the applicable law.

## Article 3

### Battle of Forms

The Supplier declares that the Supplier concludes Purchase agreements solely in accordance with the Conditions. Any change or addition thereto or reservations in respect thereof require the Supplier's express consent.

## Article 4

### Price List

- (1) A general list of Raw materials offered to a specific Customer is contained in a price list, which includes:
  - a) identification of the Product,
  - b) specification number of the Product,
  - c) price per unit of measure of the Product,
  - d) Incoterms delivery parity to be used for delivery of Product,
  - e) payment term,
  - f) packaging – type and size,

- g) any further information concerning the specific Customer.
- (2) In the cases referred to in paragraph 1, the price list valid at the time of the commencement of negotiations on a specific Purchase Agreement shall be used.
- (3) The provisions of paragraphs 1 and 2 shall apply mutatis mutandis to the price lists of Final products.

## Article 5

### Conclusion of Purchase agreements

- (1) Based on the Customer's requirements raised in writing or orally, the Supplier will draw up a proposal for conclusion of a Purchase agreement on the *Order Acknowledgment* form. A specimen of the form will be provided by the Supplier at the Customer's request.
- (2) For a proposal to conclude a Purchase agreement to be valid, the *Order Acknowledgment* under paragraph 1 must contain at least the following:
  - a) identification of the purchased Product,
  - b) specification number of the Product (applicable for the Raw materials only),
  - c) quantity of the Product,
  - d) delivery parity in accordance with the Incoterms delivery terms,
  - e) dispatch date,
  - f) reference to the applicable Conditions.
- (3) The Customer becomes acquainted with these Conditions before confirming the *Order Acknowledgment*. By signing the *Order Acknowledgment* the Customer confirms to be acquainted with these Conditions and to agree with them to the full extent. These Conditions become binding on the Customer at the moment of dispatch of the confirmed *Order Acknowledgment*.
- (4) Confirmation of the *Order Acknowledgment* is carried out by signature, which contains:
  - a) specification of the full name and position of the person authorized to conclude the Purchase agreement and
  - b) signature of this person.
- (5) The Purchase agreement is concluded at the moment of delivery of the *Order Acknowledgment*, confirmed by the Customer without reservation, to the Supplier.

## Article 6

### Currency Clause

- (1) Payments for the obligations which fall under the scope of the present Conditions are made in EUR. Alternatively, the payment currency could be the currency specified in a Purchase agreement.
- (2) CZK is the substitute currency for the payments of the obligations which fall under the scope of the present Conditions.
- (3) In case where the decrease in value of the payment currency under paragraph 1 against the value of the substitute currency under paragraph 2 exceeds 3 %, the Supplier is entitled to request the Customer to pay the exchange rate

difference. The exchange rate difference is payable at the time of charging the purchase price.

- (4) The dates relevant for the calculation of the exchange rate difference are the date of agreement on purchase price and the date of issuance of an invoice.
- (5) Calculation of the exchange rate difference is made by Supplier.
- (6) The exchange rate difference is calculated according to the historical currency exchange rates list provided by the Czech National Bank, available at [www.cnb.cz](http://www.cnb.cz). In case this webpage is permanently out of service, the information on the exchange rate difference is obtained by an e-mail request addressed to the Czech National Bank.
- (7) Should the Supplier require the adjustment of the difference in exchange rate under this article, it includes the difference in exchange rate as a separate item in the invoice, accompanied by the following text: "Adjustment of the difference in exchange rate under the article 6 of the "Contipro General Contractual and Delivery Terms and Conditions" or a text of a similar meaning.
- (8) In case of a default in payment of the exchange rate difference under paragraph 3, the Supplier is entitled to the payment of the exchange rate difference and to a contractual fine equal to the amount of the exchange rate difference.

## Article 7

### Selected provisions on payment methods

In case the Supplier requests an advance payment, and the Buyer does not agree upon such a payment method, the Supplier is entitled to recovery of the costs incurred in relation to the execution of a different payment method (e. g. costs of legalization, exporting bank fees); the Supplier is entitled to withhold a performance of its existing obligations or to refuse to conclude a contract until the contracting parties agree on the method of paying such costs.

## Article 8

### Reservations, Objections and Addition

- (1) Should the Customer adds any reservations regarding the content of the *Order Acknowledgement* prior to or at the moment of signature of the *Order Acknowledgement*, this have to be a counter-proposal which requires unqualified approval.
- (2) Should the situation under paragraph 1 occur, the Supplier must issue a new *Order Acknowledgement* in accordance with the changed details, and the parties proceed in accordance with Article 5.

## Article 9

### Basic Obligations

- (1) In accordance with the concluded Purchase agreement, the Supplier delivers the Product specified therein to the Buyer and transfers the ownership title to the Product to the Buyer.
- (2) The Supplier delivers the Product with at least two thirds of its shelf-life remaining.

- (3) The Supplier delivers the Product in the time limit specified in the Purchase agreement. The Supplier may exceed the time limit for delivery only for reasons which are related to the nature of the Supplier's operations and which had not been anticipated on conclusion of the Purchase agreement, whereby:
- a) if the delay is no longer than 10 days, the Supplier informs the Buyer about reasons for the delay in the dispatch,
  - b) if the delay is from 11 to 29 days, the Supplier informs the Buyer about the reasons for the delay in the dispatch; the Buyer may demand a 3% contractual fine on the price of the delivered Product,
  - c) if the delay is longer than 30 days, the Supplier informs the Buyer about the reasons for the delay in the dispatch; the Buyer may:
    1. demand a 3% contractual price on the price of the delivered Product,
    2. or proceed as in the case of a significant breach of the Purchase agreement.
- This provision is not applied if the time limit is exceeded for reasons precluding liability (in particular a force majeure as set forth in Article 21).
- (4) The Buyer has to pay for the Product the purchase price specified in the Purchase agreement.

#### Article 10

##### Quality of Products

The Supplier declares that the Product delivered by the Supplier:

- a) was produced in accordance with legislation in force at the place of the Supplier's business, having observed quality standards under ISO 9001:2015 and ISO 13485:2016, if medical devices are supplied,
- b) was produced in accordance with legislation in force at the place of the Supplier's business, having observed quality standards under ISO 9001:2015, if cosmetic raw material, nutritional raw materials, veterinary devices, food supplements or feed supplements are delivered,
- c) was produced in accordance with legislation in force at the place of the Supplier's business and in accordance with GMP, having observed quality standards under ISO 9001:2015, if pharmaceutical raw materials and medical or veterinary drugs are delivered.

#### Article 11

##### Documents for Products

- (1) Unless the Contracting Parties agree otherwise, together with the Product, the Supplier supplies the following documents:
- a) delivery note and invoice in the required number of copies,
  - b) certificate of analysis confirming that the Product has undergone all quality tests and that it fully complies with the specifications referred-to in the Purchase agreement if Raw materials are delivered,
  - c) valid declaration of conformity in English, in cases of medical devices,
  - d) other documents agreed by the Contracting Parties (such as safety data sheets or other documents, depending on the requirements of the state authorities in the country of destination of the goods).

- (2) The Supplier is responsible for specification of the exact weight and number of units of the consignment in the dispatch documents. Any further costs caused by incorrect data are reimbursed by the Supplier in the full extent; a claim to the compensation of costs as set forth in the preceding clause of this sentence is conditioned by submission of documents proving the amount of compensation sought by the Buyer.

## Article 12

### Liability for Defects

- (1) The Supplier is liable for defects in the delivered Product in accordance with the conditions expressed in:
  - a) the COA – certificate of analysis or the package details (with respect to Product for which no certificate of analysis is supplied),
  - b)
    1. Technical documentation, if medical devices, medical or veterinary drugs are the subject of the Purchase agreement,
    2. Product specification that complies with the methods set out in the specification when the Raw materials are subject to the Purchase agreement,
  - c) generally binding legislation.
- (2) The supplier sends the buyer the methods referred to in paragraph 1(b)(2) should the Buyer so requests.

## Article 13

### Apparent Defects

- (1) The Buyer arranges for an inspection of the Product within five days of actual receipt of the Product.
- (2) If the Product has apparent defects, i.e. defects which are visible, in particular defects in number of units and packaging, the Buyer sends the Supplier a notice immediately after ascertaining the defects, in which:
  - a) the Buyer notifies the Supplier of the defects; the notification includes:
    1. description of the defect and its extent,
    2. photographic documentation demonstrating the nature and extent of the defects.
  - b) the Buyer indicates which claim for liability for damages under Article 16 they seek in case the complaint is justified.

If the obligation laid down in this paragraph are not fulfilled, a claim regarding the defect shall become extinct.
- (3) The Supplier announces his opinion on the claim within 30 days of delivery of the notice under paragraph 2.
- (4) Liability for the defect specified in this Article is not established if they are caused after the transfer of the risk of damage to the goods by external events that are not caused by the Supplier.
- (5) Liability for the defect specified in this Article does not apply to cases where a defect in Raw materials occurs due to storage in packaging other than the originally sealed by the manufacturer or handling or storage in contravention of the MSDS.

- (6) Liability for the defect specified in this Article does not apply to cases where a defect occurs due to incorrect handling or storage in contravention of the package leaflet in case of Final products.

#### Article 14

##### Other Defects

- (1) If the Buyer discovers a defect of a Product not specified in Article 13, i.e. defects concerning the characteristics of delivered Products defined in the documents specified in Article 11, paragraph 1, letter b, the Buyer sends a notice within seven days after discovery of the defects, in which:
- a) the Buyer notifies the Supplier of the defects; this notification includes:
    - 1. description of and the extent of the defect,
    - 2. photographic documentation, from which the nature and scope of defects is evident, if the nature of the defect so allows.
  - b) the Buyer shall indicate which claim for liability for damages under Article 16 they seek in case the complaint is justified.
- (2) If the Buyer is an entity that processes the Products (applicable for the Raw materials only), the Buyer shall arrange for an extra inspection of the Products so that the defects specified in paragraph 1 can be identified within 30 days of receipt thereof.
- (3) If the obligations laid down in paragraphs 1 and 2 are not fulfilled, claims regarding defects become extinct.
- (4) The Supplier shall announce his opinion on the complaint within 30 days of delivery of the notice under paragraph 1.
- (5) Liability for the defects specified in this Article is not established if they are caused after the transfer of the risk of damage to the goods by external events that are not caused by the Supplier.
- (6) Liability for the defects specified in this Article does not apply to cases where a defect in Raw materials occurs due to storage in packaging other than the originally sealed by the manufacturer or handling or storage in contravention of the MSDS.
- (7) Liability for the defects specified in this Article does not apply to cases where a defect occurs due to incorrect handling or storage in contravention of the package leaflet in case of medical devices and medical drugs, or of the Instruction of storage indicated on product label in case of Final products.

#### Article 15

##### Other Obligations Connected with Carriage

- (1) Without prejudice to the provisions on liability under Articles 11 and 12, regardless of the delivery parity under the Incoterms agreed between the parties the Buyer:
- a) on receipt of Products from the carrier shall duly check the condition (in particular the undamaged state) and completeness of the consignment.
  - b) on discovering any damage to the consignment, the Buyer shall notify this fact to the carrier forthwith and shall demand that the carrier draw up a report on the damage to the consignment. The Buyer shall also notify the damage to the Supplier within five days of receipt of the consignment from

the carrier and shall send the Supplier the report specified under the preceding sentence.

- (2) Upon the Supplier's request, the Buyer proves the following circumstances with appropriate documents:
  - a) the arrangements for the carriage of the consignment (including limitation, whether carriage was arranged by the Buyer or by another party on behalf of the Buyer),
  - b) whether and to what destination the consignment from the Supplier was delivered.
- (3) The Buyer supplies the documents under paragraph (2) without undue delay (within three working days) in order not to protract proceedings with the state authorities demanding the documents pursuant to paragraph (2).
- (4) Non-compliance with the Buyer's obligation under paragraphs (2) and (3) is regarded as a significant breach of contract. If the Buyer is also the Supplier's distributor, the infringement of paragraphs (2) and (3) shall also be regarded as a significant breach of the distribution agreement.
- (5) Without prejudice to paragraph (4), the Supplier is entitled to suspend the performance of the Supplier's other contracts with the Buyer until compliance with the obligation under paragraph (2) and (3).
- (6) In order to control the temperature of the Products, the datalogger has to be inserted by the Supplier to every pharma Sodium Hyaluronate shipment outside the European Union.
- (7) The rejection of the datalogger in the shipment or non-sharing of data from the datalogger by the Buyer will result in loss of the right to claim any faults.

## Article 16

### Claims Related to Defects

- (1) Where Products have defects as set forth in Articles 13 and 14, the Buyer has the following claims related to defects:
  - a) claim to replacement of the Products to the extent to which the defects are reported.
  - b) claim to issue of a credit note by the Supplier; the credit note will specify the amount of the purchase price at the extent of the defective Products. The purchase price may be reduced by the amount specified in the credit note if the purchase price has not yet been paid, or the purchase price on delivery of further Products by the Supplier may be reduced by this amount.
- (2) The claims under paragraph 1 may not be sought concurrently.
- (3) If the defect of the Final product represents a so-called undesirable event, the generally binding legal regulations of the applicable law shall be followed.

## Article 17

### Liability for Damage

- (1) The Supplier does not anticipate that any damage higher than the value of the delivered Products could occur to the Buyer.
- (2) If the damage directly connected with a defect in the Products occur to the Buyer, the Supplier shall also be liable for such damage.

## Article 18

### Payment of the Purchase Price

- (1) The Buyer pays the purchase price for the Products in the time limit stipulated in the Purchase agreement (the confirmed *Order Acknowledgement*) by transfer of payment to the Supplier's account specified in the product invoice. Failure to pay the purchase price in time is considered a significant breach of the Purchase agreement.
- (2) The purchase price is considered to be paid when it is remitted in full amount to the Supplier's account.
- (3) Default in the payment of the purchase price arises on the expiry of the due date, without payment, and the Supplier is not obliged to engage in any further activity (e.g. placement in default).
- (4) In the event of default in the payment of the purchase price, the Supplier is entitled to interest on arrears in the amount of one percentage point higher than that set by the Czech law for national commercial contracts.
- (5) Should the Buyer fail to pay the purchase price in accordance with paragraphs 1 and 2, the Supplier is entitled to suspend performance of other purchase agreements concluded with the Buyer until payment of all due claims by the Buyer.
- (6) The fact that the invoice or another document sent with the Products has been lost during the carriage of the Products is not entitle the Buyer to suspend the payment of the purchase price. If any of the documents specified in the preceding sentence has been lost, the Buyer notifies the Supplier of this within ten days of receipt of the Products; the Supplier shall forthwith send the Buyer the number of the account to which the purchase price is to be paid and new originals of the required documents.
- (7) The Buyer makes the payment in such a manner that an amount corresponding to the full agreed purchase price is remitted to the Supplier's account after the deduction of all bank charges. If an amount lower than the purchase price is remitted due to the fact that bank charges are deducted from it, the Supplier is entitled to demand the settlement of the difference.

## Article 19

### Withdrawal from Purchase agreement

- (1) In the event of a significant breach of the Purchase agreement by one party, the other party may withdraw from the Purchase agreement.
- (2) It is possible to withdraw in writing if notice of withdrawal is sent within three days of the day on which the entitled party could have first discovered the breach.

## Article 20

### Final Provisions

- (1) The Purchase agreement between the parties may be amended in writing only.
- (2) The written form in this case will be a letter in writing or e-mail.



## Article 21

### Force Majeure

The ICC Force Majeure Clause 2020 (Long Form) is incorporated in the present Conditions. ([icc-force-majeure-hardship-clauses-march2020.pdf \(iccwbo.org\)](https://www.iccwbo.org/files/other-publications/icc-force-majeure-hardship-clauses-march2020.pdf))

## Article 22

### GDPR

- (1) Supplier, as a personal data administrator, declares that he protects the personal data of its Customers in connection with its activity and guarantees its full protection under these Conditions and applicable law. Customer acknowledges that, under the Personal Data Protection Act, he is entitled to:
  - a. require the Supplier to provide information on the processing of personal data,
  - b. request the Supplier to access and update or rectify these data,
  - c. require the Supplier to erase this personal data - this deletion will be made unless it is contrary to the Suppliers' legitimate interests, Conditions the Supplier or the Personal Data Protection Authority if there are any doubts about compliance with the personal data processing requirements.
- (2) Each party shall comply with the Data Protection Legislation when processing Personal Data.

## Article 23

### Agreement on the Legal Regime

- (1) The UNIDROIT Principles of International Commercial Contracts 1994 are an integral part of agreements between Contracting Parties.
- (2) Documents which have been exchanged or are used by the parties have the following order of priority:
  1. individual Purchase agreement concluded between the Contracting Parties (*Order Acknowledgement*), amendments and additions thereto, and other documents of an equivalent status which are approved by both Contracting Parties,
  2.
    - a) Technical documentation, if medical devices, medical or veterinary drugs are the subject of the Purchase agreement,
    - b) a specification of the Product which is in accordance with the methods laid down in the specification, if Raw materials are the subject of the Purchase agreement,
  3. these Conditions,
  4. the Incoterms delivery condition, which has been incorporated into the Purchase agreement,
  5. UNIDROIT Principles of International Commercial Contracts 1994.
- (3) All disputes arising out of these Conditions or out of any agreements, governed by them or related to their violation, termination or nullity are finally settled under the Rules of Arbitration and Conciliation of the International Arbitral Centre of the Austrian Federal Economic Chamber in Vienna (Vienna Rules) by three arbitrators appointed in accordance with these Rules. The language to be used in the arbitral proceedings shall be English and the place of it is Vienna, Austria. All disputes arising out of these Conditions or out of any agreements, governed

by them, which cannot be resolved in arbitration, shall be heard before state courts of Austria. The jurisdiction of the court shall be determined on the basis of the address of the International Arbitral Centre of the Austrian Federal Economic Chamber in Vienna.

- (4) The parties agree that this agreement and all issues related to it for which a choice of law is admissible is governed by Czech law as the law in the place of the registered office of the party providing characteristic performance.

## Article 24

### Closing Provisions

- (1) These Conditions constitute the sole and entire agreement between Customer and Contipro and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral. No waiver of these Conditions by Customer is deemed a further or continuing waiver of such term or condition or any other term or condition, and any failure of Supplier to assert a right or provision under these Conditions does not constitute a waiver of such right or provision.
- (2) If any provision of these Conditions is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be modified to reflect the parties' intention or eliminated to the minimum extent such that the remaining provisions of the Conditions will continue in full force and effect.
- (3) The Conditions, and any rights or obligations hereunder, are not assignable, transferable, or sublicensable by Customer except with Contipro's prior written consent. Any attempted assignment by you shall violate these Conditions and be void. (The section titles in the Conditions are for convenience only and have no legal or contractual effect.)
- (4) All data and information communicated by the parties when negotiating is considered confidential and neither of the Parties may share it or disclose it to a third party, nor use it for their own use, otherwise the party who unlawfully used the confidential data in violation of this provision or legislation is obliged to compensate for the resulting damage and is obliged to release the unlawfully gained profit.
- (5) These Conditions are issued in electronic form and are publicly available on the website of the Supplier.
- (6) The Customer declares that he is fully acquainted with the content of these Conditions, was aware of their existence and therefore acquired knowledge of their content before the conclusion of any Agreement.
- (7) These Conditions are not contrary to the customs of the trade sector nor the fair-trade principles.
- (8) These Conditions are valid and effective as of 1st June 2022. Contipro a.s. reserves the right to update the Conditions from time to time and/or to supplement them with additional terms or conditions. Any Purchase Agreement delivered by the Customer to Supplier is considered as the confirmation of and the consent with the changes of the Conditions by the Customer.