

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY OF COMMERCIAL GOODS BY MEDICOS Edyta Hryniecka.

I. DEFINITIONS

1. "GT&CS" – these General Terms and Conditions of Sale.
2. "Goods" – the products manufactured or resold by the Seller based on the current commercial offerings; their sale and delivery shall be the subject matter of the Buyer's Order.
3. "Seller" - MEDICOS Edyta Hryniecka
4. "Buyer" or "Purchasing Party" - any domestic or foreign entity (legal entity or natural person) purchasing Goods from the Seller.
5. "Party", "Parties" - the Seller, the Buyer, or both Parties jointly.
6. "Order" - a statement made on behalf of the Buyer, addressed to the Seller expressing the will to conclude a sales contract.

II. GENERAL PROVISIONS

1. These General Terms and Conditions of Sale define the rules for the conclusion of sales contracts and the rights and obligations of the Parties to any sales contract regarding the Seller's Goods and become an integral part of the sales contract upon confirmation of the Buyer's Order by the Seller.
2. Any changes, additional arrangements, deviations from the GT&CS, suspension of terms and conditions must be in writing, otherwise shall be null and void, and must be accepted by both Parties.

III. INFORMATION ON GOODS AND PRICES

1. Any technical information on the Goods from the Seller's quotation resulting from catalogues, brochures and other advertising materials shall be approximate data and shall be valid only to the extent that they are accepted by the Parties to the sales contract.
2. The Seller shall deliver the Goods in accordance with the contents of the confirmed Order and shall not be liable for any further use of the Goods that is not in accordance with their intended use.
3. The sale of Goods shall take place in accordance with the price list updated by the Seller, valid as of the date of the Order or the quotation accepted by both Parties.
4. All prices quoted shall be net prices and shall not include VAT. Post-contractual changes in customs duties, taxes and other charges, as well as post-contractual changes in the price of goods made by the supplier/manufacturer shall be the basis for the Seller making a corresponding change in the price for the Buyer, as long as they are related to the subject matter of delivery. For quotations expressed in foreign currency, the Seller shall issue an invoice in PLN after completing the sale according to the foreign currency sales rate in effect at mBank S.A. as of the date of delivery of the Goods, unless otherwise specified in a separate agreement between the Buyer and the Seller.
5. Payment shall become due no later than the payment deadline indicated on the invoice. Any late payment shall give rise to the Seller's option to charge statutory interest for late payment without prior notice or calls.
6. Without the Seller's prior consent, the Buyer may not make any deductions from debts owed to the Seller other than those stated in final court decisions. The fact of filing a complaint shall not release the Buyer from his obligation to pay the amount due, unless the complaint has been recognized by the Seller in writing. If the complaint has been resolved in favor of the Buyer after the Buyer has made payment for the goods under complaint, the Buyer may apply for a possible refund of the overpaid price amount.
7. Despite confirmation of the order, the Seller may withhold delivery of the goods or part thereof if the Buyer is late in paying for another delivery, unless the Parties make other arrangements in writing.

IV. CONCLUSION OF A SALES CONTRACT

1. The prerequisite for concluding a sales contract shall be the Buyer's submission of an Order by registered mail, phone, fax, e-mail; Orders placed by phone will be confirmed by the Buyer by e-mail or fax no later than the next business day.
2. The Buyer and the Seller may correspond about Orders via fax or electronic mail (e-mail).
3. Before placing the first Order, the Buyer should provide the Seller with the following identification data: registered office address, tax identification numbers (e.g. NIP), statistical number (e.g. REGON), place and number of the register of the Buyer's registration, and other data required under applicable laws.
4. Each Order must contain the following information:
 - a. Buyer's data, his address and the exact delivery address; if the delivery address is different from the Buyer's address, the name and surname, telephone number and e-mail address of the person authorized to contact the Seller regarding the fulfillment of the Order must additionally be provided;
 - b. detailed information about the ordered Goods (in terms of quality,

quantity, packaging, delivery conditions, etc.). The Seller shall not be responsible for Order errors.

5. Order placement shall not bind the Seller, and the absence of a response from the Seller may not be considered as tacit acceptance of any Order.
6. A sales contract shall be concluded when the Seller confirms the Buyer's Order on the terms specified in the Order confirmation. If the terms and conditions specified in the Order confirmation significantly differ from the contents of the Order, a sales contract shall be concluded after the Buyer approves the new terms and conditions. Each Order must be confirmed in writing and confirmation may be given by sending an email with a dedicated order confirmation form attached or by sending an email with the content referring to the parameters specified in the Buyer's order.
7. Any approvals, certificates, declarations of conformity or other documents confirming the quality of the Goods shall be attached to the delivered Goods. The Seller shall be responsible for ensuring that the attached documents confirming quality refer to the Goods actually delivered. 'Attachment' shall be attaching the documents to the Goods or sending them to the Buyer in another way or making them available in another form (e.g. on the Seller's webpage).
8. Deliveries may be made with a tolerance of +/- 10% of the agreed quantities of Goods and shall be treated as proper fulfilment of the terms and conditions of the sales contract, and the Buyer undertakes to collect the Goods.

V. TERMS AND CONDITIONS OF DELIVERY

1. Responsibility for the transport of goods to the place specified by the Buyer shall be borne by the Seller only if he is the principal of the service in this regard. The terms and conditions of delivery shall be governed by an individual contract with the customer. The unloading and placement in the warehouse shall be charged in any case to the Buyer and shall be at his expense and risk.
2. In the case of independent collection of goods by the Buyer from the place of delivery, loading on transport vehicles, and compliance with the regulations on the transport of dangerous goods shall be charged to the Buyer and shall be at his expense and risk.
3. In the case of deliveries in tank vehicles or container tanks, the Buyer shall be obliged to take care of the impeccable technical condition of the tanks or other storage containers and shall have the spill lines connected to its own collection system at his own risk.
4. If the entities providing transport on behalf of the Seller assist in unloading or emptying the tanks, they act at the sole risk of the Buyer and not as persons engaged by the Seller to perform duties in this regard. The Seller shall not be liable for damage caused by such activities.
5. Commercial Goods shall be shipped in packages agreed in advance between the Parties.
6. If the Goods are delivered in returnable packaging, the Buyer shall be obliged to return them within the period specified in the invoice/order confirmation/contract/general terms and conditions of returnable packaging management. If they are not returned within this period, the Seller shall issue a VAT invoice to the Buyer for the equivalent of the packages or the value agreed upon in separate arrangements.
7. Sales shall be made under the terms of INCOTERMS 2010.
9. In the case of substitution of own means of transport, the Buyer shall guarantee the cleanliness of the means of transport, packaging and technical condition in accordance with the standards governing the transport of Goods subject to the Order, and the Seller shall be indemnified and hold harmless from liability for damage resulting from failure to comply with the said terms and conditions. The Seller reserves the right to refuse to issue the Goods in case of irregularities of the means of transport.

VI. TERMS OF PAYMENT

1. The Buyer authorizes the Seller to issue VAT invoices without his signature. The Parties represent that they are active VAT taxpayers.
2. Invoices shall be sent to the Buyer immediately upon shipment of the Goods, unless otherwise agreed.
3. The Buyer shall be obliged to pay for the sold Goods on the date indicated in the invoice.
4. The date of payment shall be the date of crediting the invoice or pro-forma invoice amount to the Seller's account. In the event that payment for the Ordered Goods is made prior to their collection, such payment shall constitute prepayment, which, upon collection of the Goods, shall be credited towards the purchase price.
5. The Seller reserves the right of ownership of the Goods until receiving payment for the Goods subject to the Order. The Seller also reserves the right of ownership of the Goods until the Buyer pays other amounts due to the Seller.
6. If the Buyer delays payment of any amounts due to the Seller resulting from business relations between the P, the Seller may make the completion

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of further deliveries conditional on payment of the overdue amounts within an additional period set by the Seller. Upon ineffective lapse of the deadline, the Seller shall be entitled to terminate the sales contract with immediate effect, and all obligations of the Buyer to the Seller shall become immediately due and payable as of the date of termination of the sales contract.

7. In the event of a delay in payment, the Seller shall have the right to charge the Buyer with all costs the Seller has incurred, in particular in connection with the engagement of shipping, logistics, insurance and recovery companies, and additionally with statutory interest for each day of delay.

VII. COMPLAINT PROCEDURE

1. The Seller guarantees the quality of the Goods sold in accordance with the issued quality certificate and the analytical certificate. The Buyer shall be obliged to immediately examine the quantity and, if possible, the quality of the Goods received.
2. In case of improper use of the Goods, the Buyer shall lose all warranty rights of the Goods.
3. The Buyer shall be obliged to notify the Seller of any complaint as to the quantity of the Goods or external damage (e.g. damaged packaging) in writing no later than within 2 business days as of receipt of the Goods, confirming the complaint with an appropriate document (e.g. list of discrepancies drawn up and signed in the presence of the carrier). For external damage, photographic documentation showing clearly the damage and its extent shall be additionally and absolutely required. The photographic documentation must indicate the date and time of the photo. The Seller will notify the Buyer of the method of settlement of the complaint no later than 21 business days as of receipt.
4. The Buyer shall be obliged to notify the Seller of any complaint due to poor (chemical, physicochemical, microbiological) quality of the Goods in writing immediately after its detection, no later than 14 days as of receipt of the Goods, confirming the complaint with an appropriate document.
5. The Seller shall notify the Buyer of the method of settlement of a quality complaint no later than 21 business days as of its receipt. In the case of a quality complaint, the Buyer shall be obliged to secure the Goods under complaint for the disposal of the Seller for at least 21 business days as of receipt of the complaint by the Seller and allow a representative of the Seller to inspect the Goods and take samples.
6. The basis for recognition of quality complaints shall be the applicable standards, approvals, conditions set forth in the contract, goods specifications, possibly an analysis performed by an independent laboratory. It is permissible to extend the deadline for the consideration of quality complaints and to inform the Buyer on the manner of complaint settlement in a situation where additional tests or use of expertise of external specialized entities (e.g. laboratories) is required in order to consider the complaint.
7. The fact of filing a complaint shall not give the Buyer the right to withhold payment for the delivered Goods.

VIII Force Majeure

The Seller shall not be liable for any delay in delivery or inability to deliver, including such resulting directly or indirectly from causes attributable to the supplier/manufacturer, caused in particular by such causes as natural disasters, state of epidemic or pandemic threat or state of epidemic or pandemic emergency, wars, terrorism, accidents, explosions, nuclear accidents, breakdown of machinery and equipment, sabotage, strikes or other disruptions in the availability of labor, official acts or omissions of governmental authorities, port congestion, shortage of fuel or power supply, material shortage of means of transport, or any other cause falling beyond the Seller's control and rendering obligations impossible or unduly burdensome to fulfil. If the delay caused by any of the above causes continues for more than 90 days, both Parties agree to initiate discussions in good faith as to the further continuation of the contract, and in the event that they fail to reach an appropriate agreement within a further 45 days, either party shall have the right to terminate the contract by written notice to the other party, with respect to the goods that have not been delivered.

IX. LIABILITY

1. The Seller's liability under warranty shall be excluded in its entirety.
2. The Seller shall be liable only for direct damage. The Seller's liability for indirect damage and lost profits shall be excluded.
3. The total liability of the Seller to the Buyer regardless of the basis for such liability, permissible within the limits of applicable law, shall be limited to the value of the Goods delivered.

X. CONFIDENTIALITY

The Parties undertake to treat as strictly confidential all terms and conditions of the Order, as well as information mutually obtained from each other or otherwise in connection with the Order, in particular, all organizational, commercial and technical information concerning the Seller or the Buyer and not made available to the public, and to use it exclusively for the purpose of completing the Order.

In particular, the Buyer undertakes to treat as confidential information concerning the volume of trade, prices applied by the Seller, discounts, payment terms, product specifications, agreements, technological data.

XI. FINAL PROVISIONS

1. Assignment of rights under the sales contract concluded by the Buyer or the Order placed by the Buyer shall be allowed only upon the Seller's prior express written consent of.
2. In the event of legal invalidity of some provisions of the GT&CS, including as a result of the introduction of different legal regulations, the remaining provisions shall not lose their validity. In accordance with the content of this survival clause, in the event that some provisions of the GT&CS prove to be invalid, the Parties to the sales contract undertake to undertake negotiations aimed at supplementing the GT&CS in that part.
3. The relevant provisions of the Civil Code and other provisions of Polish national law shall apply to all matters not regulated by the provisions of these GT&CS.
4. Any disputes arising between the Parties shall first be resolved amicably between the Parties. In case of disagreement, disputes will be considered by the court having jurisdiction over the registered office of the Seller, subject to item 6.
5. The law applicable to each sales contract shall be the national law applicable to the country of the Seller's registered office. The application of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 ("Vienna Convention") shall be excluded.
6. If the Buyer's registered office is located outside the country of the Seller's registered office, disputes arising between the Parties shall first be resolved amicably. If the dispute is not resolved amicably within 30 business days, the Parties shall submit the dispute to the Court of Arbitration at the National Chamber of Commerce in Warsaw according to the rules of that court.
7. The Parties undertake to comply with applicable data protection laws.
8. This GT&CS document shall be effective as of 01 January 2022.