

## GENERAL COMMERCIAL AND DELIVERY TERMS AND CONDITIONS CHIRANA T.Injecta, a. s. (hereinafter “Chirana”)

### 1. General provisions

- 1.1. The present general commercial and delivery terms and conditions are valid in full extent unless the seller and the buyer agreed otherwise in the contract of purchase and/or commercial correspondence.
- 1.2. The seller must inform the buyer about any changes and amendments to the present conditions in writing.
- 1.3. Documentation attached to offers, e.g. drawings, data related to weight, catalogues, technical conditions and the like are not binding unless marked as such expressly by the seller.
- 1.4. Without previous written consent from the seller the buyer is not entitled to transfer the rights and obligations following from the contracts concluded between the buyer and the seller to third parties.
- 1.5. Unless special conditions are agreed upon in the contract, the seller is obliged to deliver the goods in the version and with standard accessories that is suitable for the purpose for which the goods are used.

### 2. Packaging

- 2.1. The goods are delivered in the package that is suitable for the agreed type of goods and transport conditions are agreed upon so as to prevent the goods from being damaged during the transport to the agreed place of destination.
- 2.2. Packages and packing cost are borne by the buyer. Used package and fixing material are to be returned only when expressly agreed so.

### 3. Prices

- 3.1. Unless stated otherwise in the offer and/or the contract of purchase, the purchase price is to be understood „EX WORKS“(EXW, according to Incoterms).
- 3.2. The seller reserves unless agreed otherwise the right to increase the purchase price agreed upon in the event that from the time the contract of purchase was concluded to the time of the fulfilment of the delivery there was an increase in the prices of input materials, supplies or imported components.

### 4. Intra-Community delivery of Products

- 4.1. The delivery of the Products to another EU member state shall be zero rated pursuant to § 43 of the Slovak Act. No 222/2004 Coll. on value added tax as amended (Article 138 of the Council Directive 2006/112/EC on VAT) provided that (i) the Customer is a taxable person or a legal entity considered as non-taxable person and identified for VAT in another EU member state, (ii) the Customer communicated to Chirana his VAT number issued by another EU member state, and (iii) provided that the Products were transported or dispatched from Slovakia to another EU member state.
- 4.2. The Customer is obliged to communicate to Chirana his VAT number under which the Products are ordered in a binding order form.
- 4.3. To treat the delivery of the Products as zero rated, in case the transport of the Products is carried out by a transportation company engaged either by the Customer or by Chirana, the Customer or the person authorized by the Customer is obliged to confirm the receipt of the Products (in another EU member state) in a dully filled document proving the transport of the Products (CMR letter, CIM letter, sea-waybill, bill of landing or similar) from Slovakia to another EU member state. Further, the Customer undertakes to confirm the respective transport document and the delivery note by the name and surname of the person who received the Products, a signature of this person, the Customer's stamp and the date of the receipt of the Products.
- 4.4. In case the transport of the Products is carried out directly by the Customer or Chirana, the confirmation of the receipt of the Products by the Customer or the person authorized by the Customer has to specifically contain (i) identification of the Customer and his address, (ii) volume and type of the Products, (iii) the delivery address, (iv) the date of the receipt of the Products/of the end of transportation in another EU member state, (v) name and surname of a driver, his signature, and (vi) license plate number of the vehicle transporting the Products. The delivery note shall be confirmed accordingly.
- 4.5. The Customer undertakes to provide Chirana with a copy of the confirmed transport document providing the transportation company was engaged by him or Chirana (see section 4.3 above) or the document confirming the receipt of the Products (see section 4.4 above) and the confirmed delivery note as mentioned in the sections 4.3, 4.4 without delay, however not later than within 10 days upon receipt of the Products.

- 4.6. Should the Customer (i) be considered as non-taxable person (except for a legal entity) or (ii) fail to communicate to Chirana his VAT number issued by another EU member state, or (iii) fail to confirm the delivery of the Products as described in the sections 4.3 – 4.5, the supply of the Products cannot be treated as zero rated pursuant to § 43 Slovak Act. No 222/2004 Coll. on value added tax as amended (Article 138 of the Council Directive 2006/112/EC on VAT). In such a case Chirana would be obliged to charge Slovak VAT on such transaction and the Customer agrees to pay such VAT within three days upon receipt of the debit note. Further, the Customer agrees to pay a contractual penalty for non-compliance with the obligation of confirmation of Products delivery in the amount equal to the penalty, which Chirana is obliged to pay to Slovak tax authority. The Customer agrees to pay the contractual penalty within a period of three days upon receipt of Chirana's written request.
- 4.7. Chirana is entitled to repeatedly charge a sanction fee in the amount of EUR 100 (in words “one hundred euros”) upon each written reminder of compliance with the obligation under section 4.5.

### 5. Intra-community delivery of Products in case of chain supplies

- 5.1. This Article shall apply to Products that are supplied successively (two supplies at least) and the Products are dispatched or transported from Slovakia to another EU Member State directly from Chirana to the final customer in the chain.
- 5.2. The Customer (in relation to Chirana) is considered to be an intermediary operator according to § 13a Slovak Act. No 222/2004 Coll. on value added tax as amended (Article 36a of the Council Directive 2018/1910 on VAT), provided he dispatches or transports the Products either himself or through Chirana or a third party acting on his behalf.
- 5.3. The supply of Products to the Customer (intermediary operator) shall be treated as zero rated pursuant to § 43 Slovak Act. No 222/2004 Coll. on value added tax as amended (Article 138 of the Council Directive 2006/112/EC on VAT) unless the intermediary operator has communicated to Chirana the VAT identification number issued to him in Slovakia. At the same time, the prerequisites of a zero-rated supply as mentioned above under 4.1 have to be met and the transport to another EU member state has to be proved as mentioned above under 4.3 – 4.5.
- 5.4. The Customer is obliged to communicate to Chirana his VAT number under which he orders the Products in a binding order form.
- 5.5. Articles 4.6 and 4.7 shall apply accordingly.

### 6. Export of Products

- 6.1. The delivery of the Products outside EU shall be zero rated pursuant to § 47 Slovak Act. No 222/2004 Coll. on value added tax as amended (Article 146 of the Council Directive 2006/112/EC on VAT) provided that the Products were dispatched or transported to the final destination outside EU by (i) Chirana or on behalf of Chirana or (ii) by the Customer or on its behalf, if the Customer is not established in Slovakia.
- 6.2. To treat the delivery of the Products as zero rated, the Customer is obliged to provide Chirana without delay (i) a dully filled document proving the dispatch or transport of the Products from Slovakia to the final destination outside EU (eg CMR letter, CIM letter, sea-waybill, bill of landing or similar) and (ii) the respective Single Administrative Document (SAD) in which the exit of the Products from the EU is dully confirmed by the respective customs authority.
- 6.3. The Customer undertakes to provide Chirana with the documents, as stated in section 6.2 above, not later than within 10 days upon receipt of the Products.
- 6.4. Should the Customer fail to prove the transport of the Products, or the exit of the Products from the EU as described in sections 6.2 and 6.3 above, the supply of the Products cannot be treated as zero rated pursuant to § 47 Slovak Act. No 222/2004 Coll. on value added tax as amended (Article 146 of the Council Directive 2006/112/EC on VAT). In such a case, Chirana would be obliged to charge Slovak VAT on such transaction and the Customer agrees to pay such VAT within three days upon receipt of the debit note. Further, the Customer agrees to pay a contractual penalty for non-compliance with the obligation under sections 6.2 - 6.3 in the amount equal to the penalty, which Chirana is obliged to pay to Slovak tax authority. The Customer agrees to pay the contractual penalty within a period of three days upon receipt of Chirana's written request.

6.5. Chirana is entitled to repeatedly charge a sanction fee in the amount of EUR 100 (in words "one hundred euros") upon each written reminder of compliance with the obligation under section 6.4.

## **7. Export of Products in case of chain supplies**

7.1. This Article shall apply to Products that are supplied successively (two supplies at least) and the Products are dispatched or transported from Slovakia to a final destination outside the EU directly from Chirana to the final customer in the chain.

7.2. The Customer (in relation to Chirana) is considered to be an intermediary operator provided he dispatches or transports the Products either himself or through Chirana or a third party acting on his behalf.

7.3. The supply of the Products outside the EU shall be zero rated pursuant to § 47 Slovak Act. No 222/2004 Coll. on value added tax as amended (Article 146 of the Council Directive 2006/112/EC on VAT) provided that the Products were dispatched or transported to a final destination outside the EU by (i) Chirana or on behalf of Chirana or (ii) the Customer or on its behalf, providing the Customer is not established in Slovakia. The delivery of Products to a final destination outside the EU cannot be treated as zero rated, if the dispatch or transport of the Products is carried out on behalf of a person other than Chirana or the Customer (intermediary operator).

7.4. The provisions of Articles 6.2 – 6.5 shall apply accordingly.

7.5. The provisions of Articles 6.4 – 6.5 shall apply accordingly in the case the Customer (intermediary operator) does not communicate to Chirana that the dispatch or transport of the Products is / was carried out on behalf of a person other than the Customer (intermediary operator).

## **8. Deliveries**

8.1. Unless agreed upon otherwise in the offer and/or the contract of purchase, the delivery term stated therein is to be understood as approximate only and the non-fulfilment of the term shall not be considered as a serious breach of the contract.

8.2. The seller is entitled to deliver the goods in partial deliveries with the possibility to deliver the goods also before the delivery term agreed upon in the case the seller will provide a written delivery plan mentioning the changes from initial plan.

8.3. The seller is to ensure the transportation insurance only on the basis of the written agreement stated in the offer and/or the contract of purchase.

## **9. Payments**

9.1. The payment is considered to be made only when the seller's account has been credited with the paid outstanding amount in full and the amount is fully available to the seller.

9.2. Unless stipulated otherwise, the seller does not grant any discount at payment or compensation of interests at payment in advance.

9.3. In case that the buyer will not settle the outstanding amount in due time, the buyer will notify an agreed deadline payment to the seller, the seller is entitled to charge the buyer the interest for delayed payment for the period from the due date to the settlement of the payment in the amount of 0.05% from the outstanding amount for each commenced day of delay.

9.4. If the buyer does not settle his obligations, the seller is entitled to defer further fulfilment of all contracts of purchase with the buyer. Such act shall not be regarded as a breach of the contract.

9.5. The buyer is obliged to fulfil his financial obligations against the seller either directly to him or on the basis of written instructions through a bank appointed by the seller.

## **10. Title to the goods**

10.1. The subject of the offer, contract of purchase – the goods delivered by the seller – remains the property of the seller until the buyer has fulfilled all his obligations against the seller, in particular until the purchase price has been settled in full.

## **11. Act of God**

11.1. If situation arises which could not be foreseen at the time of signing the contract and which causes an obstacle on the side of the seller in the fulfilment of his contractual obligations, the seller is entitled to postpone the term of fulfilment by the time during which the obstacle has lasted and by reasonable time necessary to start up his normal operation.

11.2. Act of God includes events which are beyond the control of the seller, e.g. wars, uprisings, riots, strikes, various measures of authorities, natural disasters, delays in the deliveries of materials and supplies not caused by the seller and similar acts of God that interfere with the fulfilment of the seller's contractual obligations.

## **12. Complaints**

12.1. The seller is responsible for a defect that the goods have at the moment when the ownership of the goods passes on to the buyer (at the moment of acceptance of the goods by the buyer at the place of fulfilment), in the same time he is responsible for a defect that is caused by breaking his duties. Standard time period for claim evaluation is one month after official claim receiving. Within this period the buyer will receive official statement from seller. Official claim from buyer has to be

sent by mail or e-mail. In case of products defect, the official claim has to be sent with minimum 10 samples of each lot of each product.

12.2. The buyer is obliged to claim obvious defects in the goods as well as delivered amount of the goods within 15 days from the acceptance of the goods. In case of hidden defects, the term is two years, with sterile medical devices for single use the term is five years.

12.3. If the said defect is removable, the buyer has the right for its removal free of charge or for the replacement of defective goods for faultless. If the said defect is non-removable, the buyer has the right for the replacement of the goods and/or adequate discount from the price of the goods. In case of missing amount of the goods the seller is to deliver the missing amount subsequently and/or to issue a credit note.

## **13. Liability**

13.1. Seller shall be liable solely for direct damages suffered or incurred as result of or in connection with seller's breaches of its contractual obligations with limitation to the level of seller's liability as stipulated in this article below. Seller shall not be liable for any indirect damages, loss of profits, liquidated damages, loss of business opportunities, as well as for any other claims rose by any third parties.

13.2. The seller and buyer hereto agreed that seller's obligation to compensate damages under this general commercial and delivery terms and conditions shall be governed by rules agreed in this article and limited to two times the invoiced value of the non-conforming products.

13.3. The buyer and seller hereto affirm that the foregoing limitations is the maximum amount of potential damages that seller as the obliged party foresaw or could have foreseen as a possible consequence of breach of their obligation at the time of establishing the contractual relationship with respect to the facts that the seller as the obliged party knew or should have known if exercising customary care at the stated time.

13.4. If buyer claims any compensation for suffered damages, the official claim has to be sent by mail or e-mail with proper description of breach and claimed amount of compensation. Seller shall review such claim and sent to the buyer official statement as soon as possible.

13.5. If, because of the non-conforming products, buyer decides to execute voluntary recall (even if it is not necessary and non-conforming products can be managed in other suitable way), buyer shall have no claim against seller for any compensation of cost and/or expenses related to or cause by such voluntary recall.

## **14. Service**

14.1. The seller is obliged to ensure service for the buyer for the products that require such service and for the period laid down by regulations.

14.2. Exact requirements for the service are stated in the Instructions for Operation and the Guarantee Sheet of respective product.

14.3. The seller does not provide service for medical devices for single use with regard to the purpose and/or the use of such products.

## **15. Traceability, reporting of incidents**

15.1. Based on the data borne by the product itself and the delivery documents (delivery date, production date, production lot, sterilization lot) the buyer is obliged to file the products and ensure their traceability up to the end user.

15.2. The Buyer is obliged to report to the Seller any incidents (accidents, serious accidents and serious threats to public health) that the purchased goods caused or may cause in accordance with Regulation (EU) 2017/745 of the European Parliament and MEDDEV 2.12-1.

## **16. Feedback - post marketing service**

16.1. The buyer is obliged to ensure feedback to Chirana. by means of a questionnaire of satisfaction which will include potential feedback arising from final clients and end users.

16.2. The buyer is obliged to report to the seller any changes in the legal requirements he got knowledge of on the market in question.

16.3. The buyer monitors and reports to the seller any important information about competitors and situation on the market in question.

## **17. Final provisions**

17.1. The place of fulfilment of the contractual deliveries by the seller is the seat of his company.

17.2. The buyer is not entitled to export the contractual goods to third countries without written consent of the seller.

17.3. All rights and obligations of the buyer and seller arising out of their contractual obligations, or related thereto, or to its breach, termination or nullity not regulated herein shall be governed by the relevant provisions of the law of the Slovak republic, especially the Commercial Code and other generally binding legal regulations, regardless of conflict of law rules.

17.4. The buyer and seller undertake to resolve any dispute, disagreement or claim between them arising out of their contractual obligations, or related thereto, or to its breach, termination or nullity first in negotiations, in order to avoid litigation and reach an agreement. If the parties fail to reach an agreement, any dispute, disagreement or claim between them arising out of their contractual obligations, or related thereto, or to its breach, termination or nullity will be tried before a competent court of the Slovak republic.

17.5. These General Terms and Conditions fully replace until now valid and effective General Terms and Conditions. These General Terms and Conditions come into force and effect on December13, 2021.

**CHIRANA T.Injecta, a.s.**