

GENERAL BUSINESS TERMS

Genetrix s.r.o.

Lidická 445, Nový Bohumín, 735 81 Bohumín,
ID No.:60318325, Tax ID No.: CZ60318325

The Supplier is registered in the Commercial Register at the Regional Court in Ostrava, Section C,
File No. 11849

Article 1 General Provisions

1. Unless the Parties expressly agree otherwise, the following General Business Terms will apply to the mutual Supplier-Customer relations between Genetrix s.r.o. (the "Supplier") and its customers (the "Customer") with respect to the supplies of goods and services. Relations between the Parties not regulated by these General Business Terms or by the Parties' agreement will be governed by the relevant provisions of Act No. 89/2012 Coll., the Civil Code, as amended, Act No. 90/2012 Coll., the Business Corporations Act, as amended, and other related Czech laws. These General Business Terms apply to Customers who are entrepreneurs, i.e. natural persons or legal entities having a business license and a valid identification number.
2. Upon making an order, of which the General Business Terms of Genetrix s.r.o. (the "GBT") are part, all previous agreements concerning the content of the order, insofar as they are in conflict with it, become invalid. Any changes or additions to the contractual relationship require the agreement of both Parties, either in paper form or in electronic form (e.g. by e-mail, data message, etc.).
3. The Supplier may unilaterally change or supplement the General Business Terms. The Parties' rights and obligations will always be governed by the wording of the business terms under which they came into effect.

Article 2 Ordering Goods

1. Business cases are concluded on the basis of the Customer's written orders sent by post or electronically to the Supplier. The Supplier considers the order as binding upon its demonstrable confirmation (acceptance) by the Supplier. This is the moment when a contractual relationship arises. For the sake of completeness, it will always be at the Supplier's discretion whether or not to confirm (accept) the order to the Customer.
2. The order must include the exact specification of the goods, the quantity ordered, the selling price, the expected delivery date and the respective Incoterms. If Incoterms are not specified in the order, the contractual relationship will be governed by Incoterms 2020 and, in the case of DAP term, by Incoterms 2010.
3. In justified cases, the Supplier confirms the accepted order in the form of a Purchase Agreement. In this case, the Purchase Agreement will be considered as having been made only upon its signature by both Parties. If a reference to an order is made anywhere in the text below, all rights and obligations relating to an order apply, by analogy, also to the Purchase Agreement.
4. Orders confirmed by the Supplier made between the Customer and the Supplier may only be cancelled or amended in writing (in paper form or electronically) by the Parties' mutual agreement.
5. The Parties agree that it is possible for the Customer to cancel the obligation (confirmed order) by paying a cancellation fee in accordance with the provisions of Section 1992 of Act No. 89/2012 Coll.,

the Civil Code. The Customer is entitled to cancel an obligation under a confirmed order by paying a cancellation fee, where the Customer is obliged to pay to the Supplier a cancellation fee in the amount of:

- 50% of the price of the ordered goods including VAT in the case of cancellation within 7 days of the confirmed order;
- 100% of the price of the ordered goods including VAT in the case of cancellation within 8 days of the confirmed order;

Article 3

Payment Terms

1. The Supplier will issue a tax document (the "Invoice") to the Customer stating the purchase price, upon a confirmed order. The Invoice will be issued and sent to the Customer within 15 days of the date of delivery of the goods by the Customer or a contracted carrier.
2. In accordance with the payment term agreed in the confirmed order, the length of the maturity period of the Invoice will be determined, where the maturity period commences as of the date of delivery of the goods.
3. If the Customer fails to pay to the Supplier the purchase price within the maturity period, the Customer agrees to pay to the Supplier a penalty of 0.1% of the unpaid amount of the confirmed order price for each day of delay.
4. The Customer is obliged to reimburse the Supplier's proven extra costs incurred as a result of the change in the Customer's original instructions and requirements.
5. In justified cases, or upon agreement with the Customer, the Supplier may request advance payment (payment in advance) up to the total amount of the estimated price of the Customer's confirmed order.
6. The risk of damage to the goods passes to the Customer based on the Incoterms agreed by the Parties.

Article 4

Delivery of Goods

1. The Customer will acquire title to the goods in accordance with the Incoterms agreed by the Parties.
2. The subject of sale is the goods and services specified in the order.
3. The Supplier is entitled to unilaterally withdraw from a confirmed order in the event that the Customer gets into delay with payment of the purchase price, or becomes insolvent, or an insolvency petition or a petition for liquidation is filed against the Supplier at any court.
4. If the goods cannot be dispatched or handed over through the Customer's fault, the Supplier is entitled to dispose of the goods at the Customer's expense and risk. In such case, the Supplier may store the goods in its own warehouse or in a public or third-party warehouse or sell them. In doing so, the Supplier may claim compensation from the Customer for any damage incurred as a result.

Article 5

Packaging

1. Pallets and casks are returnable packaging. Returnable packaging must be empty when returned, must not be contaminated with any substance other than that for which it is intended and must not be damaged. Non-damaged packaging may be considered as such if it meets the criteria set out below:

5.1. pallets - must be in overall very good condition (new) without obvious damage, mainly, they must have the full number of slats, intact uprights and intact bottom joints

5.2. casks - must be in very good overall condition, without damage, mainly, they must have complete caps and must not be mechanically damaged or stained with chemicals.

Article 6

Price

1. The prices will be as stated in the Supplier's quotation and will be valid until the time stated in the quotation. If the quotation does not include a period of validity, this quotation is valid only until 11:59 pm on the day on which the quotation was issued.

Article 7

Complaints

1. The Supplier is responsible for the completeness and correctness of the delivery as per the delivery note.

2. The Customer must check the quantity, completeness, correctness and integrity of the delivery upon receipt of the goods and to confirm the correctness of the delivery on the delivery note. If the delivery is not in order, the Customer must indicate this on the delivery note or transport note. If the packaging is damaged, do not accept the shipment. If the nature and size of the delivery do not allow, it is only possible to make a complaint as to the completeness and correctness of the delivery within 7 calendar days from the date of delivery, and as to latent defects within 7 calendar days from the date of discovering the defect.

3. The period of liability for defects is determined by the applicable laws, unless a warranty for the subject of performance is expressly agreed between the Supplier and the Customer.

4. A complaint must always be submitted in writing (by registered letter) with the specification of the goods complained of, description of the defect, order number and date, delivery note or invoice and name of the person responsible on the part of the Customer for handling the complaint, and must be demonstrably delivered together with the item subject to the complaint to the Supplier. The date of the postmark on the registered letter by which the complaint was made will be decisive in assessing whether the complaint was made in accordance with the above time limits.

5. Neither the warranty, not the liability for defects covers defects and damage caused by disregarding the instructions for use, neglecting normal user maintenance, making changes to the goods without the Supplier's consent, or by improper transport or storage.

6. The warranty conditions are binding on the Supplier only if the Customer is not in delay with payment for the delivery of goods and services.

7. If the Supplier determines that the complaint is unjustified, the costs associated with determining the extent of the damage and costs associated with the unjustified claim will be billed to the Customer in full.

8. The Supplier will initiate the complaint procedure upon receipt of the Customer's complaint. The Supplier becomes obliged to assess the complained defect within 30 days from the date of the complaint, i.e. within 30 days, the Supplier must inform the Customer whether the complaint is justified or not. If the Supplier accepts the complaint as justified, the Supplier agrees to remove the defect within 60 days of the assessment of the complaint. This 60-day period for the removal of the defect will only apply if

this is technically and objectively possible, depending on the length of the delivery periods of the suppliers. Otherwise, this period may be extended unilaterally by the Supplier for the reasons as stated above.

Article 8 Force Majeure

1. Unavoidable events on the account of which the Supplier invokes a relief from its obligation and which the Supplier could not reasonably have foreseen at the time of negotiating and entering into this contractual relationship, and also events which prevent the affected Party from performing its obligations, such as public enemies, quarantines, epidemics, fires, explosions, heavy storms, earthquakes, floods, war, riots, strikes or any other event reasonably beyond the control of either Party will be considered to be Force Majeure events.

2. The Supplier will be relieved of its obligation to perform its obligations under the confirmed order in full or in part when and if the non-performance of such obligations is due to Force Majeure.

3. Any failure by the Supplier to meet the delivery deadline due to reasons of Force Majeure and measures associated therewith, including possible quarantine or sickness of employees and the inability to deliver the subject of delivery by the Supplier's subcontractors for the same reasons, does not constitute a breach of the Supplier's obligation (delay in delivery of the subject of delivery). Therefore, in the event of failure to meet the delivery deadline for the reasons provided in the preceding sentence, the Customer will not (cannot) incur any claims or rights against the Supplier, including the right to payment of a contractual penalty.

Article 9 Delivery terms Incoterms 2020

1. Unless other delivery terms are agreed in the confirmed order and unless it is in conflict with other provisions of the framework agreement, Incoterms 2020 including any amendments will apply to the interpretation of the terms used or, in the case of the DAP term, Incoterms 2010 will apply.

Article 10 Relation of the Business Terms to the Framework Agreement and the Order

1. The General Business Terms always form an integral part of the confirmed order. Any derogating provisions in the confirmed order will prevail over these GBT and the provisions in the framework agreement (if made with the Customer). In the event of a conflict between the provisions of the order and the framework agreement, the provisions of the confirmed order will always prevail. In the event of a conflict between the provisions of the framework agreement and these GBT, the provisions of the framework agreement will always prevail.

Article 11 Severability of the Provisions of the Business Terms and Contractual Arrangements

1. If any of the provisions of the General Business Terms or the contractual arrangements becomes invalid or ineffective or is disregarded, the validity and effect of the remaining provisions of the General Business Terms and the contractual arrangements will not be affected.

Article 12 Protection and Processing of Personal Data

1. By its signature, the Customer gives consent to the processing of its personal data (in particular, the identification data and address of the Customer, the Customer's electronic personal data and other

personal data of the Customer related to the contractual relationship with the Supplier) in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (the "GDPR"), in particular for the Customer's needs or for the fulfilment of the Customer's obligations imposed by the laws of the Czech Republic. By its signature, the Customer also confirms that it has been informed by the Supplier of the manner in which and for what purposes the Customer's personal data will be further processed by the Supplier. The Supplier is then entitled to process the aforementioned personal data for the whole term of the contractual relationship and for ten years after its termination. For the purpose of performing the rights and obligations arising from the contractual relationship, the Parties will or may transfer to each other personal data (the "Personal Data") within the meaning of Article 4(1) GDPR of data subjects, who are in particular agents, employees or customers of the other Party or other persons authorized by the other Party to exercise or perform the rights and obligations arising from or in connection with the contractual relationship. The receiving party is thus in the position of a controller with regard to the Personal Data transferred. The purpose of the transfer of Personal Data is the performance of this contractual relationship, the Parties represent that they will process the transferred Personal Data only for the achievement of this purpose, in accordance with the applicable laws, in particular the GDPR. The Parties represent that they have a valid legal ground for the transfer of Personal Data to the other Party in accordance with Article 6(1) GDPR. The Parties acknowledge that for the purpose of the performance under the contractual relationship, personal data may be transferred from the receiving Party to a third party, in particular to a person through whom the receiving Party exercises or performs rights and obligations arising from the contractual relationship.

2. The Supplier also processes the Customer's Personal Data for the purpose of further offering goods and services through commercial communications.

3. Based on the Customer's consent, the Supplier also processes Personal Data for the following purposes:

- 3.1 the establishment of the Customer's user account in the Supplier's internal system,
- 3.2. maintaining a customer database.

4. Personal Data processed by the Supplier are:

- 4.1. name and surname, firm,
- 4.2. address,
- 4.3. e-mail address,
- 4.4 telephone number,
- 4.5 identification number and tax identification number.

5. The Customer may object to the processing of your personal data for the purpose of sending commercial communications, as well as withdraw its previous consent to the processing of Personal Data for other purposes any time.

6. With regard to Personal Data, the Customer has the right to:

- 6.1. request rectification of inaccurate or outdated Personal Data,
- 6.2. request information about the processing of your Personal Data, for which we may charge you the necessary costs,
- 6.3. request an explanation or remedy if you believe that we are processing your Personal Data in a way that is contrary to the protection of your private and personal life or contrary to the law.

7. When using the Supplier's website, cookies may be stored on the Customer's device. The Customer may refuse their use at any time by setting the device accordingly.

8. The Customer gives its express consent to the use of the Customer's name, company name, including its logo for marketing purposes of the Supplier. In particular, the publication of the Customer on the Supplier's website will be considered as marketing purposes. This consent is granted for an unlimited

period of time, and may be withdrawn at any time. Withdrawal of consent is only possible in writing in the form of a registered letter addressed to the Supplier's registered office.

Article 13 Final Provisions

- 1. Governing law and court of jurisdiction.** The contractual relationship between the Supplier and the Customer will be governed by the applicable law of the Czech Republic. In the resolution of any dispute arising in connection with the performance of obligations under the contractual relationship, the Supplier's general court will be the court of territorial jurisdiction.
- 2. Legal regime.** In matters not covered by a specific order and these General Business Terms, the contractual relationship between the Supplier and the Customer will be governed by the provisions of Act No. 89/2012, Civil Code, as amended.
- 3. Force and effect of the GBT.** These General Business Terms enter into force and effect on 1 January 2023.

Bohumín, 31st December 2022

GENETRIX s.r.o.

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Genetrix s.r.o.