

Version 5

Effective from: 19.01.2026

Section 1 Scope

(1) These General Terms and Conditions (hereinafter referred to as "GTC") govern the sale of products by BioTechUSA Kft. (H-1033 Budapest, Huszti út 60) and BioTech USA Polska sp. z.o.o. (ul. ZAMKOWA, nr 21A, lok. 4A, miejsc. PABIANICE, kod 95-200, poczta PABIANICE, kraj POLSKA) – hereinafter collectively referred to as "BioTechUSA" – to certain B2B partners – hereinafter referred to as "Customer" or "Partner" – as well as the resale of these products by the B2B Partners.

The content of contracts concluded by means of orders placed by the aforementioned Partners – in addition to the provisions of applicable binding mandatory laws – is determined by these GTC and the specific terms mutually agreed upon by the Parties.

If the provisions of an individual contract with the Customer expressly differ from the provisions of these GTC, the provisions of the individual contract shall prevail. The provisions of these GTC apply to all future deliveries, services ordered by the Partner, or offers made to the Customer, even if the provisions of the GTC are not specifically stipulated.

Special provisions of B2B contracts concluded with Partners registered in the various countries, as well as special provisions of B2B contracts concluded for the territorial scope of the various countries, may differ from the general provisions of these GTC. Deviations in the terms and conditions of such contracts are included among the special provisions of these GTC.

BioTechUSA is entitled to amend the provisions of these GTC within the framework of applicable legislation. Any possible amendments shall not affect contracts previously concluded (accepted orders).

(2) The GTCs of the Customer or third parties are not applicable, even if BioTechUSA does not expressly object to their application in individual cases. Even if BioTechUSA refers to a letter or any statement containing or referencing the business terms of the party making the offer or a third party, this shall not imply that BioTechUSA agrees to the application thereof.

(3) These GTC apply to Partners which, under the applicable laws, are not considered consumers.

Section 2 Offer and contract conclusion

(1) BioTechUSA's offers – whether online (online shop, email) or offline – are non-binding and non-obligatory (invitation to make an offer), unless they are expressly marked as binding.

(2) When the Customer places an order online or offline for specific goods or services, it constitutes a binding offer to BioTechUSA regarding the goods or services included in the offer. In the case of an online order, this refers to the units placed in the “shopping cart” and sent to BioTechUSA. BioTechUSA accepts the Partner's order through a separate declaration of acceptance (which is not the same as the confirmation acknowledging receipt of the order) upon the debiting of the Partner's bank account by BioTechUSA, or upon the Partner's payment of the invoice issued by BioTechUSA, or, if none of the above are fulfilled, by delivering the goods included in the order or by other performance. A valid contract between BioTechUSA and the Partner, under which BioTechUSA has an obligation to deliver, only comes into effect in these cases or upon validation of the BioTechUSA pro forma invoice by the Customer.

(3) The legal relationships between BioTechUSA and the Partner are governed exclusively by the written purchase contract, including these General Terms and Conditions. Verbal promises made by BioTechUSA prior to the conclusion of the contract are not legally binding. The requirement for written form is also met if communication occurs through telecommunication methods, in particular via fax or email.

(4) Any amendments or supplements to the agreements – including these General Terms and Conditions – must be made in writing to be valid. The requirement for written form is also met if communication occurs through telecommunication methods, in particular via fax or email.

(5) BioTechUSA's information regarding the subject matter of delivery or service (e.g. weights, dimensions, ingredients) is approximate only, unless explicitly guaranteed by BioTechUSA. BioTechUSA reserves the right to make deviations arising from legal requirements or improvements in technology or quality, provided that they do not significantly affect the subject matter of the concluded contract.

(6) BioTechUSA reserves title or copyright to all offers, as well as to any related data, information, and documents provided therewith. The Partner may not use these materials – whether by transferring them to a third party, disclosing them publicly, or utilising or reproducing them, either directly or through a third party – without obtaining BioTechUSA's prior written consent, except in cases where such materials were already in the public domain at the time of transfer. At BioTechUSA's request, the Partner must return in full and/or destroy such materials, including any copies, if negotiations do not

result in a contract. An exception is made for the storage of electronically provided data for customary data protection purposes. If the contract is not concluded, the Partner must treat the previously provided data, information, and documents confidentially.

Section 3 Prices and payment

(1) The prices provided by BioTechUSA online (online shop) or offline (e.g. price list) apply to the scope of performance and delivery specified by BioTechUSA. Additional or special services are subject to separate charges. Prices are indicated in EUR and, unless otherwise agreed or clearly marked, do not include shipping costs, other expenses, or public charges (in particular taxes [e.g. VAT] and customs duties).

(2) BioTechUSA is entitled to unilaterally modify the prices even after the conclusion of the contract. If BioTechUSA offers a product at a promotional price (i.e., a temporarily adjusted price valid for a limited period), it is solely at BioTechUSA's discretion whether to grant this promotional price to a Partner with which there is an existing long-term sales agreement.

(3) Invoice amounts are payable in advance without any deductions, unless otherwise agreed by the Parties. In the case of post-payment, invoice amounts shall be payable within ten (10) days unless otherwise agreed by the Parties or a different deadline is stated on the invoice. Payment shall be considered fulfilled upon receipt by BioTechUSA. Payment by cheque or other substitute payment instruments is excluded, or only possible by special agreement. If the Partner fails to make payment by the payment deadline, BioTechUSA shall be entitled to charge default interest from the due date at a rate equal to the current base rate set by the European Central Bank plus 9 percentage points, but at least 9% per annum. The assertion of such interest shall not affect BioTechUSA's right to claim additional compensation for damages.

(4) BioTechUSA reserves the right to deliver goods via cash on delivery or advance payment. Existing contracts may also be unilaterally modified in this respect if justified doubts arise regarding the Partner's willingness to pay (e.g. in the event of past late payment) or ability to pay (e.g. late payments to other suppliers). In such cases, additional securities may be required as a condition for further deliveries.

(5) The Partner may only offset counterclaims or withhold payment due to such claims if the counterclaims are undisputed by BioTechUSA or have been legally established by a final decision.

Section 4 Delivery, delivery time

(1) Delivery shall be made according to the parity indicated on the invoice or pro forma issued by BioTechUSA-(2) Deadlines and dates provided by BioTechUSA are approximate unless a deadline or date is expressly promised or agreed upon. Without the existence of other special circumstances, a deviation of 10 days is considered acceptable.

(3) BioTechUSA shall be entitled – without prejudice to its other rights arising from the Partner's delay – to unilaterally adjust delivery and performance deadlines or dates for the period during which the Partner fails to fulfil its contractual obligations towards BioTechUSA.

(4) BioTechUSA shall under no circumstances be liable for impossibility or delays of delivery caused by force majeure or other events unforeseeable at the time of contract conclusion (including, but not limited to, operational disruptions of any kind, difficulties in obtaining materials or energy, delays in transportation, strikes, legal prohibitions, shortages of labour, energy or raw materials, difficulties in obtaining necessary official permits, governmental measures, or incomplete, incorrect or late deliveries by suppliers), for which BioTechUSA has not explicitly and in writing assumed responsibility. If such events significantly hinder or make delivery or order fulfilment impossible, and the hindrance is not only of a temporary nature, BioTechUSA shall be entitled to rescind the contract. In the event of temporary obstacles, delivery or performance deadlines shall be extended or postponed by the duration of the hindrance, plus an appropriate additional period for resumption.

(5) BioTechUSA is entitled to make partial deliveries if

- a) the partial delivery can be used by the Customer for the contractual purpose,
- b) the delivery of the remaining ordered goods is assured, and
- c) it does not cause significant additional costs or cost increases for the Customer, or if BioTechUSA – regardless of the additional costs or cost increases – assumes such costs.

(6) If BioTechUSA is delayed in delivery or performance, or if delivery or performance becomes impossible for any reason, BioTechUSA's liability for damages is limited according to Section 8 of these GTC.

Section 5 Place of performance, delivery, packaging, transfer of risk, acceptance

(1) The place of performance for all obligations under the contract is BioTechUSA's registered office or any of its sites. Organising delivery or assuming delivery costs by BioTechUSA to any other location (DAP) shall not alter the place of performance.

(2) The method of delivery and packaging shall be at BioTechUSA's discretion, exercised within reasonable limits.

(3) If the transport of the goods is not organised by BioTechUSA, but by the Partner (EXW, FCA), the risk of damage and other risks transfer to the Partner when BioTechUSA hands over the goods to the carrier, freight forwarder, or other third party designated for transport. This also applies in the case of partial deliveries. If delivery or handover is delayed due to circumstances attributable to the Partner, the risk transfers to the Partner when the goods are ready for dispatch, and BioTechUSA has notified the Customer, or if the Parties have agreed on a specific performance date.

(4) Storage costs and other delivery-related expenses (e.g. returns, sending back goods, especially in cases of breach of contract by the Partner) incurred after the transfer of risk shall be borne by the Partner, if BioTechUSA demands reimbursement of these costs. The same shall apply if costs incurred during delivery are attributable to the Partner's conduct or fall within the Partner's scope of responsibility. If storage takes place at BioTechUSA, depending on BioTechUSA's case-by-case decision it may claim reimbursement of storage costs, which shall amount to 0.25% due per week of the invoice value of the stored transport items/goods, but at least EUR 100 per week and per unit of goods. BioTechUSA reserves the right to claim and provide evidence of these or other, including higher, storage costs. If BioTechUSA engages a third party to provide storage services for a separate storage fee and costs, BioTechUSA shall be entitled to re-invoice these charged fees and costs to the Partner.

(5) BioTechUSA may only insure the shipment against theft, breakage, transport, fire and water damage or other insurable risks at the express request and expense of the Customer.

Section 6 Warranty, material defects

(1) BioTechUSA provides a quality warranty for the products it sells until the end of their warranty period, provided that the handling and storage of the product have been demonstrably in accordance with the relevant regulations by the Customer.

(2) The Partner shall immediately inspect the delivered goods as soon as it is able, either by its representatives or by third parties designated by it. BioTechUSA will only accept claims of defects or faulty performance if the Partner notifies BioTechUSA in writing without delay, but no later than seven days from the time the aforementioned inspection opportunity arose. An additional condition for citing and investigating defective performance is that, in the case of damaged products, the Partner shall send to BioTechUSA, by the aforementioned deadline, clear and legible photographs of the damage and of the labelling elements necessary for product identification (barcode, lot

number, expiry date, product name, etc.), together with the designation of the defective product and the quantity indicated. The obligation to inspect and report complaints specifically includes verifying whether the delivered goods comply with the order in terms of type, quality, and quantity, within customary commercial tolerances. If necessary, this should be ensured by sampling. In the case of defects that are not immediately detectable (hidden defects), the rules regarding notification of defects shall apply as appropriate from the time the Partner discovered the defect or should have discovered it through the exercise of reasonable diligence expected from an average business partner.

(3) The Partner shall be deemed to have accepted performance if it fails to comply with its inspection and/or notification obligations by the deadline specified in Subsection (2) above. At BioTechUSA's request, the Partner shall return the delivered goods subject to complaint to BioTechUSA at the Partner's own expense. In the event of a justified defect notification, BioTechUSA shall reimburse the most economical shipping costs; however, costs arising from the goods being located somewhere other than the Customer's registered office or the location previously indicated to BioTechUSA prior to delivery shall not be reimbursed.

(4) In the event of defects in the delivered products as defined by the above provisions, BioTechUSA shall initially be entitled, at its own discretion, either to repair the goods or to provide a replacement delivery free of charge. If the rectification or replacement delivery fails, i.e. is impossible, unacceptable, or takes an unreasonably long time, the Customer is entitled to rescind the contract or reduce the price proportionately.

(5) If the defect is due to reasons attributable to BioTechUSA, the Partner may claim damages under the conditions specified in Section 8. Compensation and/or rescission is excluded if the defect only reduces the value of the goods insignificantly.

(6) The warranty becomes void if the Customer modifies the delivered goods itself or through a third party without BioTechUSA's consent, or if the Customer handles the goods contrary to BioTechUSA's instructions or recommendations. In all such cases, the Partner shall bear the additional costs of defect rectification.

Section 7 Trademarks and other name-use rights

(1) BioTechUSA holds the exclusive right to use the goods, the company name BioTechUSA, the brand names BioTechUSA and SCITEC NUTRITION, the trademarks, and the names and graphics of products manufactured by BioTechUSA, which exclusive right the Customer hereby acknowledges.

(2) The Partner shall immediately notify BioTechUSA in writing if third parties assert claims against it in connection with the designations, trademarks and rights under this Section.

Section 8 Liability for damages due to wrongful conduct

(1) BioTechUSA's liability for damages arising from any legal grounds, particularly impossibility, delay, incomplete or defective delivery, any breach of contract, violation of obligations stipulated in contractual agreements, and unlawful conduct contrary to legal regulations (in each case: faulty conduct), shall exclusively be determined according to the provisions set forth in this Section 8.

(2) BioTechUSA shall not be liable for any wrongful conduct committed by itself or by its bodies, legal representatives, employees, or other agents and assistants, unless such conduct was committed intentionally or through gross negligence, or unless the wrongful conduct breaches an essential contractual obligation, meaning an obligation whose fulfilment is indispensable for the performance of the contract and on whose fulfilment the Partner could reasonably rely.

(3) If BioTechUSA is liable for damages according to Section 8(2), such liability shall be limited to damages that BioTechUSA foresaw or reasonably should have foreseen as a possible consequence of the breach of contract, applying general diligence requirements. Indirect and consequential damages arising from defects in the goods shall only be compensated if such damages arise during and notwithstanding the normal, intended use of the goods.

(4) In cases of negligence, BioTechUSA's liability for property damage and any further financial losses resulting from it shall be limited to 25% of the contractual value.

(5) The aforementioned exclusions and limitations of liability apply equally to the Partner's bodies, legal representatives, employees, and other performance assistants' claims for damages.

(6) The above limitations of liability do not apply if the faulty conduct causes harm to life or physical integrity. Mandatory product liability regulations shall not be affected by this limitation.

Section 9 Retention of title

(1) The delivered goods shall remain the property of BioTechUSA until full payment of the purchase price. If the Partner has any claims against third parties arising from the resale of the goods or from any other legal basis (insurance, unlawful acts) relating to the goods, the Partner shall assign these to BioTechUSA to the extent of BioTechUSA's claim against the Partner, and BioTechUSA accepts the assignment and authorise the Partner, until revoked, to enforce these in cooperation with BioTechUSA, with regular information provided thereon.

(2) Prior to the transfer of title by BioTechUSA, pledging the goods or transferring them as security for the benefit of a third party is prohibited without BioTechUSA's consent. If a third party seizes or pledges the goods, the Partner shall immediately notify BioTechUSA and shall promptly inform the third party that the seized or pledged goods are not the Partner's property.

Section 10 Sales on Amazon/Allegro platforms

If the Partner intends to resell the goods on Amazon, <https://allegro.cz>, <https://allegro.hu>, <https://allegro.pl> or <https://allegro.sk> online platforms accessible and available in any geographically European country (with the exception of Turkey), the Partner shall, subject to BioTechUSA's prior approval, be obligated to pay an Amazon/Allegro Marketing Contribution (AMC) to BioTechUSA. The AMC shall amount to 24.2% of the Partner's monthly invoiced turnover with BioTechUSA, but shall not be less than EUR 15,000 per month. The AMC is to be settled at the end of each calendar month and paid by the fifteenth day of the following month. The provisions of Section 9 also apply to outstanding AMC claims.

Section 11 Image use

(1) On a case-by-case basis and in accordance with a separate, explicit written notice via email, BioTechUSA may grant a simple (non-exclusive), non-transferable and non-sublicensable right to specifically designated Partners to use BioTechUSA product images ("Photographs"), which right of use may extend solely to illustrating the commercial advertisements of the given Partner. Any other use shall be excluded.

(2) The right of use terminates automatically

- (i) with immediate effect upon termination of the underlying business relationship, or
- (ii) by unilateral written (email) withdrawal by BioTechUSA on the 3rd business day following the date of the communication of such withdrawal.

Upon termination, the Partner must immediately delete all stored copies and remove them from current advertisements.

(3) Editing, abridging, changing the colour or format of the photographs, inserting logos, watermarks, text overlays or otherwise modifying them is permitted only with BioTechUSA's prior, express written consent.

(4) The transfer or disclosure of the photographs – in whole or in part – to group companies, platform operators, fulfilment service providers, resellers or other third parties is prohibited unless expressly authorised by BioTechUSA in the email approval.

(5) If the Partner breaches its obligations set out in Subsections (1)-(4) for reasons attributable to it, it shall pay a lump-sum compensation of EUR 5,000, which is excluded from judicial mitigation. This does not affect BioTechUSA's claims for damages and for injunctive relief beyond the foregoing.

(6) All rights of use relating to the photographs beyond Subsection (1) are held exclusively by BioTechUSA. The definitive transfer of rights beyond the above-mentioned subsections is excluded."

Section 12 Sanctions Compliance

(1) The Partner represents and warrants that neither it, nor its owners, subsidiaries, representatives or executive officers, nor the end-user company are subject to any international sanctions measures that would jeopardise the performance of the contract and that has been imposed by the United Nations, the European Union, the United States of America, the United Kingdom or any other applicable jurisdiction. The Partner shall notify BioTechUSA in writing without delay, but no later than within 5 working days, of any change in the circumstances set out in this Section.

(2) The Partner acknowledges that BioTechUSA may at any time verify exposure to sanctions, in particular whether the products that are the subject of the Order or their ultimate purpose do not concern territories subject to international sanctions.

(3) The Partner acknowledges that it bears full liability for damages if, in respect of its exposure to international sanctions, it fails to comply with its obligation to notify changes pursuant to Section 12(1) and, in connection therewith, causes proven damage to BioTechUSA.

(4) In the event of a sanctions risk arising, BioTechUSA shall be entitled to immediately suspend the performance of any Order to the Partner without this constituting a breach of contract. The Partner acknowledges that BioTechUSA shall not be liable in such cases.

(5) If the Partner is unable to fulfil its payment obligation because it is prevented or restricted from doing so by an international sanctions measure, this shall not be deemed by BioTechUSA to constitute a waiver or remission of the claim. The Partner shall be obliged, in cooperation with BioTechUSA, to seek a solution for the settlement of its outstanding debt. If it fails to do so, BioTechUSA may claim a reasonable penalty from the Partner, which may amount to up to 10% of the claim and its ancillary claims. The Partner acknowledges that, for the period during which the outstanding claims cannot be settled, BioTechUSA is prevented from enforcing the claim.

Section 13 Final Provisions

(1) In the event of any legal disputes between the Partner and BioTechUSA, the courts competent as per BioTechUSA's registered office shall have jurisdiction.

(2) Only Hungarian law shall apply to the business relationship between BioTechUSA and the Partner.

(3) If the agreement between the Parties or these General Terms and Conditions contain any omissions, such omissions shall not affect the validity of the remaining provisions. To remedy such omissions, the legally applicable provisions shall apply which the Contracting Parties would have agreed upon, based on the economic objectives of the agreement and the purposes of these General Terms and Conditions, had they been aware of such omissions.

Section 14 Remarks

The Partner acknowledges that BioTechUSA stores data obtained from the contractual relationship for data processing purposes and reserves the right to transfer such data to third parties to the extent necessary for the performance of the contract.

Section 15 Special provisions applicable to contracts concluded with Partners registered in individual countries or contracts applicable within the territory of individual countries

The Parties apply the following deviations from the general provisions detailed in Sections 1-12 of these GTC for contracts concluded with the following personal and territorial scopes. Any provisions of these GTC not specifically addressed below shall remain applicable unchanged according to the general provisions of these GTC.

Poland:

For contracts concluded with resellers registered in the territory of the Republic of Poland, the Parties deviate from the general provisions of these GTC as follows:

Territorial scope

Under this agreement, the Customer is authorised to conduct retail sales of products purchased from BioTechUSA within the territory of the Republic of Poland, and also outside the Republic of Poland through online stores, with the exception of the restrictions specified in Section 10. However, the Customer is not authorised to resell products purchased from BioTechUSA on a wholesale basis (meaning selling to other resellers or distributing via online wholesale platforms), which constitutes a complete prohibition of any wholesale resale of products purchased by the Customer from BioTechUSA.

If the Customer breaches the prohibition on wholesale resale, the Customer shall pay BioTechUSA a contractual penalty amounting to PLN 100,000 (that is one hundred thousand zloty).

Prices and Payment

The prices provided by BioTechUSA are gross amounts expressed in Polish zloty (PLN), and include VAT.