

Version 3

Effective from: 2025.04.30.

## 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 BioTechUSA 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) 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, comes into existence exclusively in these cases.

(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.

(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 publicly available 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). For online orders or orders where the Parties have not explicitly agreed upon prices separately and in writing, the applicable prices shall be those specified in BioTechUSA's online shop (<https://shop.biotechusa.com>, <https://scitecnutrition.com>) at the moment the contract becomes binding for BioTechUSA, in accordance with Section 2(2) of these General Terms and Conditions.

(2) If prices have been set according to BioTechUSA's price list valid at the time of agreement, these prices shall remain valid for three (3) months following the conclusion of the contract. Thereafter, BioTechUSA shall be entitled to modify these unilaterally. 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 shall be payable within (10) days without any deductions, unless otherwise agreed in writing by the Parties. 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 is made from BioTechUSA's registered office or one of its sites (EXW).

(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 18 days is considered acceptable. If BioTechUSA has undertaken delivery, compliance with delivery deadlines and dates shall be determined by the time the goods are handed over to the carrier, freight forwarder, or other third party designated for delivery, or – in cases where the Partner arranges transportation – by the completion of preparations for handing over the goods to the carrier.

(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 significance of the additional costs or cost increases – assumes these 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 (EXW). Organising delivery or assuming delivery costs by BioTechUSA to any other location 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) 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 shall also apply in the case of partial deliveries or if BioTechUSA has undertaken additional services (such as delivery, arranging delivery, or bearing delivery costs). 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. 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, storage costs shall amount to 0.25% 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 additional or higher storage costs.

(5) BioTechUSA insures the shipment against theft, breakage, transport, fire and water damage or other insurable risks only 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. 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 notification obligations described 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 party making the offer 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.

(7) The delivery of used items based on a specific agreement excludes all liability for defects in the items.

## Section 7 Trademarks

(1) BioTechUSA shall have exclusive rights regarding the use of markings related to the goods and the BioTechUSA company name.

(2) The Partner shall immediately notify BioTechUSA in writing if claims are made against it due to infringement of such rights.

## Section 8 Liability for damages due to faulty 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 faulty 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 faulty 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 typically occur during the normal, intended use of the goods.

(4) In cases of simple negligence, BioTechUSA's liability for property damage and any further financial losses resulting from it shall be limited to 25% of the contractual value. This limitation of liability does not apply if the Partner indicates in writing to BioTechUSA at the time of order that the value of performance is higher than the contractual value.

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

(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. However, the Partner is entitled to resell the goods within their general scope of business activities. If the Partner acquires any claims against third parties arising from the resale of the goods or from other legal grounds related to the goods (e.g., insurance, unlawful acts), the Partner hereby assigns these claims to BioTechUSA, which accepts this assignment and authorises the Partner to enforce such claims on BioTechUSA's behalf until this authorisation is revoked.

(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 the Amazon/Allegro platform

If the Partner intends to resell the goods on <https://allegro.cz>, <https://allegro.hu>, <https://allegro.pl>, <https://allegro.sk> or Amazon's online platform 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 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 12 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 13 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, except the restrictions of § 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.