

## § 1 Scope

(1) All deliveries, services and offers of BioTechUSA Kft – Huszti út 60, 1033 Budapest, hereinafter referred to as "BioTechUSA" – are exclusively based on these General Conditions of Deliveries (GTC). These terms and conditions form part of any contract BioTechUSA enters into with its contractual partners (hereinafter referred to as "Client" or "Partner") for the deliveries or services it offers. If the provisions of the individual contract concluded with the Client expressly deviate 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 or offers to the Client, even if they are not specifically stipulated.

(2) The general terms and conditions of the Client or third parties shall not apply, even if BioTechUSA does not expressly object to their application in individual cases. Even if BioTechUSA refers to a letter or statement that contains or refers to the terms and conditions of the bidder or a third party, it doesn't mean that BioTechUSA agrees to use them.

(3) These GTC apply to Partners who are not consumers within the meaning of the applicable legislation.

## § 2 Offer and Conclusion of Contract

(1) The offers of the BioTechUSA, whether online (Webshop) or offline, are non-binding and non-compulsory (invitation to offer), unless is explicitly indicated them as binding.

(2) When ordering specific goods or services online or offline, the Client provides BioTechUSA with a binding offer for the goods or services included in the offer. For online orders, this means units placed in the "order basket" and sent to BioTechUSA. BioTechUSA accepts the Partner's order in a separate acceptance declaration (which is not the same as an acknowledgement of receipt of the order), in the event of a debit of the Partner's bank account by BioTechUSA, in case of payment regarding an invoice issued by BioTechUSA or, if none of the above forms is fulfilled, by delivery or other performance of the goods included in the order; a valid contract between BioTechUSA and the Partner under which BioTechUSA is obliged to deliver arises only in this case.

(3) The legal relations between BioTechUSA and Partner are governed exclusively by the written sale and purchase agreement, including these General Conditions of Deliveries. The verbal promises made by BioTechUSA prior to entering into a contract are not legally binding.

(4) Amendments and additions to the agreements, including these General Conditions of Deliveries, shall be in written form for their validity. Telecommunication shall be sufficient to comply with the written formalities, in particular by fax or e-mail.

(5) BioTechUSA's information about the subject matter of the delivery or service (e.g. weights, dimensions, ingredients) is approximate unless expressly guaranteed by BioTechUSA. BiotechUSA reserves the right to deviate from the terms of the contract in instances where legal requirements or technical/quality improvements necessitate such a change, provided that the nature of the deviation does not significantly affect the subject matter of the contract.

(6) BioTechUSA reserves ownership or copyright in all its offerings and in the data, information and documents transferred therewith. The Partner shall not use the aforementioned offerings, data's, information, and document without BiotechUSA's prior written consent. This includes, but is not limited to, the transfer, disclosure, use, or reproduction of them by themselves or third parties, unless they were no longer public at the time of delivery. At the request of BioTechUSA, the Partner must return them in their entirety and/or destroy them or copies thereof if negotiations do not lead to a contractual relationship. Exceptions are the storage of electronically provided data for standard data protection purposes. In the event that the contract is not concluded, the data, information and documents provided in advance will be treated confidentially by the Partner.

### § 3 Prices and payment

(1) Prices provided by BioTechUSA online (Webshop) or offline (e.g. price list) are subject to the scope of performance and delivery specified by BioTechUSA. Other or special services will be charged separately. Prices are in EURO, excluding transport and other costs and charges (in particular: taxes (e.g. VAT), customs duties, unless otherwise agreed or clearly indicated. In the case of online orders or orders where the Parties have not agreed on prices separately and in writing, the prices indicated in the BioTechUSA Webshop (<https://shop.biotechusa.com>, <https://scitecnutrition.com>) at the time of

conclusion of the contract pursuant to Article 2 (2) of these GTC are deemed to be applicable.

(2) Should the parties agree that the prices are to be based on BioTechUSA's list prices, valid at the time of conclusion of the contract, then the prices shall be valid for three (3) months from the conclusion of the contract. Subsequently, BioTechUSA has the right to modify them unilaterally. If BioTechUSA sells certain products at a discount price (i.e., a fixed price), BioTechUSA will, in its sole discretion, provide the discount price to a Partner with whom a long-term sales contract exists.

(3) Invoice amounts shall be paid within 10 days without any deduction, unless otherwise agreed in writing by the Parties. Payment is considered fulfilled upon receipt by BioTechUSA. Payment by cheque or other means of payment substitution is excluded or only possible by special agreement of the parties. If the Partner fails to pay within the payment deadline, the outstanding amounts shall bear interest from the due date at the rate of the European Central Bank prevailing at any time during the period of default plus 9 % per annum, but not less than 9 % per annum; in the event of default, the right to higher interest and additional damages shall remain unaffected.

(4) BioTechUSA reserves the right to deliver by cash on delivery or prepayment. It may also unilaterally amend existing contracts in this regard if there are legitimate doubts about the Partner's willingness to pay (e.g. in case of late payment) or payment options (e.g. late payment by other suppliers). In such a case, it may require other guarantees as a condition for further deliveries.

(5) Counterclaims of the Partner may be considered or payment withheld due to such claims is permitted only if the counterclaims are not disputed by BioTechUSA or the decision regarding the counterclaim is finally binding.

#### § 4 Delivery, delivery time

(1) Delivery shall be made from BioTechUSA headquarters or one of its premises (EXW).

(2) The deadlines and dates given by BioTechUSA are approximate unless it explicitly promises or agrees a deadline or time. In other special circumstances, even without 18 days of deviation being considered acceptable. If BioTechUSA has undertaken the delivery, the delivery of the goods to the carrier, the forwarder or other third party entrusted with the delivery, or, if the Partner organizes the delivery, the completion of the

operations preparing for the delivery of the goods to the supplier shall prevail for the delivery of the goods to the carrier.

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

(4) In no event shall BioTechUSA be liable for impossibility of delivery or delivery delays due to vis maior or other events unforeseeable at the time of conclusion of the contract (such as any malfunctions, material or energy supply difficulties, delivery delays, strikes, legal prohibitions, shortages of labour, energy or raw materials, difficulties in obtaining necessary regulatory approvals, official measures or deficiencies by the supplier, improper or timely delivery) and for which BioTechUSA has not expressly and in writing assumed responsibility. In the event that such circumstances significantly complicate or render impossible delivery or order fulfilment, and the obstruction is not limited to a temporary period or nature, BioTechUSA reserves the right to withdraw from the contract. In the event of temporary obstacles, the delivery or performance periods shall be extended or postponed for the duration of the obstruction, plus an appropriate restart period.

(5) BioTechUSA is entitled to partial delivery if:

(a) the partial delivery can be used for the purpose of the contract by the Client,

(b) the possibility of delivery of the other goods ordered is secure, and

c) there will be no significant additional costs or cost increases for the Client or BioTechUSA bears these costs, regardless of any additional costs or cost increases.

(6) If BioTechUSA is in delay with delivery or fulfillment, or if delivery or performance becomes impossible for any reason, BioTechUSA's liability for damages is limited in accordance with Article 8 of these GTC.

## § 5 Place of performance, delivery, packaging, transfer of risk, acceptance

(1) The place of performance in connection with all obligations of the contract shall be BioTechUSA's registered office or any of its premises (EXW). BioTechUSA's organization of the delivery and the bear of its costs to any other location does not change the place of performance.

(2) The way of delivery and packaging is at BioTechUSA's discretion, which it will exercise reasonably.

(3) Partner is liable for damages and bears all the liability from that time, when BioTechUSA delivers the goods to the carrier, forwarder or other third party designated for transportation. This also applies in case of partial delivery or if BioTechUSA has assumed other services (such as delivery, arranging or bearing its costs). If the delivery or the handover is delayed due to circumstances caused by the Partner, the risk passes to the Partner when the goods are ready for delivery and BioTechUSA has notified the Client thereof, or if the Parties have agreed on a specific performance date.

(4) Storage and other transport costs (e.g. retour, return of goods, especially in case of breach of contract by the Partner) after the date of the transfer of risk shall be borne by the Partner. The same applies if costs have been incurred during delivery that are attributable to the Partner's conduct or fall within his competence. If storage takes place at BioTechUSA, the storage costs are 0.25% of the invoice amount of the transport items/goods to be stored per week, but not less than 100 Euro per week per unit of goods. BioTechUSA reserves the right to validate and verify other or higher storage costs.

(5) BioTechUSA insures the delivery against theft, breakage, transportation, fire and water damage or other insurable risks only at the express request and expense of the Client.

## § 6 Warranty, material defects

(1) BioTechUSA is only liable for its products if it separately undertakes quality guarantees (warranty) in relation to them. The warranty period is one year. This limitation does not apply to any warranty claims of the Partner arising from injury to life, body or health or intentional or grossly negligent breach of duty by the Customer; In such cases, legal limits, in particular time limits, should apply. In instances where legislation allows for a longer timeframe for businesses to pursue their right of regress claims in case of delivery to consumers in the supply chain, these time limits should apply.

(2) The delivered goods shall be immediately inspected by the Partner whenever possible either by its representatives or third parties specified by it. BioTechUSA will only accept

references to defects or defective performance if Partner notifies BioTechUSA in writing immediately, but no later than within seven days, measured from the existence of the aforementioned inspection opportunity. The obligation to inspect and lodge complaints covers, in particular, whether the delivered goods comply with the order in terms of nature, quality and quantity of goods in accordance with trade tolerances. If necessary, this shall be ensured by sampling. In the case of defects that are not immediately discoverable (hidden defects), the rules for indicating the defect shall apply as of the time when the Partner discovered the defect or should have discovered it in the course of an average business partner.

(3) The Partner has approved the performance if it fails to comply with its inspection and notification obligation described in section (2) above. At BioTechUSA's request, the Partner will return the disputed delivered goods at its own expense. In the event of a justified claim of defect, BioTechUSA will reimburse the most reasonable delivery costs; BioTechUSA will not reimburse costs incurred because the goods are not at the place of the Clients place of business or at the place specified to BioTechUSA prior to delivery.

(4) In case of defects of the delivered products according to the above rules, BioTechUSA is entitled to first repair or free new delivery at its option. If repair or new delivery is unsuccessful (that means impossible,) unacceptable or takes a disproportionately long time, the bidder shall be entitled to withdraw from the contract or reduce the price proportionately.

(5) If the defect is caused by reasons attributable to BioTechUSA, Partner may claim damages under the conditions set out in Article 8. A Compensation and/or withdrawal is excluded if the defect reduces not a significant part of the value of the goods.

(6) The warranty shall be void if the Client modifies the delivered goods himself or a third party without BioTechUSA's permission, or does not handle the goods in accordance with BioTechUSA's regulations or recommendations. In all cases, the Partner shall bear the additional costs of troubleshooting in these cases.

(7) The delivery of second-hand objects by way of a case-by-case agreement excludes any liability for defects in the objects.

## § 7 Trademarks

(1) BioTechUSA has the exclusive right to use the trademarks related to the BioTechUSA company name and to the goods.

(2) Partner shall immediately notify BioTechUSA in writing if claims are made against BioTechUSA for violation of such rights.

## § 8 Liability for damages due to misconduct

(1) BioTechUSA's liability for damages on any legal basis, in particular in case of impossibility or delay, incomplete or defective delivery, any breach of contract, breach of obligations provided for in contractual agreements and unlawful conduct (in all cases: defective conduct), shall be established exclusively in accordance with the Article 8 of this GTC.

(2) BioTechUSA shall not be liable for any defective conduct committed either by itself or by its organs, legal representatives, employees or other assistants, unless the perpetrator acted intentionally or with gross negligence or the defective conduct violates an elementary obligation arising from the contract, i.e. an obligation that is an indispensable condition for the performance of the contract and the compliance of which the Partner could rely on.

(3) To the extent BioTechUSA is liable for damages pursuant to Article 8 (2), this liability shall be limited to damages that BioTechUSA could have foreseen, or should have foreseen, as a possible consequence of the breach of contract, in applying the general due diligence requirements. Indirect and consequential damages caused by defects in the goods can only be compensated if these damages typically occur during the normal use of the goods.

(4) BioTechUSA's liability for material damage and subsequent material damage resulting therefrom in case of simple negligence shall in any case be limited to 25 % of the contract value. This limitation of liability shall not apply if Partner indicates in writing to BioTechUSA at the time of ordering that the value of performance is higher than the contract value.

(5) The above disclaimers and limitations of liability equally apply to the Partner's organs, legal representatives, employees and other assistants.

(6) The above limitations of liability shall not apply if the defective conduct causes injury to life, or limb. Mandatory product liability provisions are not affected by this limitation.

## § 9 Retention of ownership

(1) The delivered goods shall remain in the ownership of BioTechUSA until full payment of the purchase price. However, the Partner is entitled to resell the goods within the scope of his general activity. If the Partner has any claims against third parties arising out of the resale of the goods or any other legal basis (e.g. insurance, wrongful act), the Partner hereby assigns them to BioTechUSA, which accepts the assignment and authorises the Partner to enforce such claims on behalf of BioTechUSA until revocation.

(2) The pledging or assigning of the goods as security to a third party prior to the transfer of ownership of BioTechUSA is excluded without the consent of BioTechUSA. If a third party seizes or pledges the goods, Partner shall immediately notify BioTechUSA or immediately inform the third party that the subject of the reservation/pledge is not the property of the Partner.

## § 10 Selling on Amazon/Allegro

If Partner wishes to resell goods on an Amazon, <https://allegro.cz>, <https://allegro.hu>, or <https://allegro.sk> online platform that can be called up and accessed in any geographically European country (exceptions: United Kingdom and Turkey), Partner shall pay an Amazon/Allegro Marketing Contribution (AMC) to BioTechUSA next to the BioTechUSA's prior consent. The AMC rate with Partner BioTechUSA is 24.2% of the monthly account turnover, but not less than 15.000 Euro per month. The AMC shall be settled at the end of each calendar month and shall be paid by the fifteenth day of the month following the month to which it relates. The provisions of Article 9 also apply to open AMC claims.

## § 11 Final provisions

(1) Any disputes between Partner and BioTechUSA shall be subject to the jurisdiction of the courts of the place where BioTechUSA is located.

(2) BioTechUSA's business relationship with Partner shall be governed solely by Hungarian law.



(3) If the contract between the parties or these GTC contain defects, other regulations shall remain unaffected and the legally valid provisions that the contracting parties would have agreed on the basis of the economic objectives of the contract and the objectives of the General Conditions of Deliveries if they had known the deficiency shall apply to filling in the gaps.

#### § 12 Notes

Partner acknowledges that BioTechUSA stores data from a contractual relationship for the purpose of data processing and reserves the right to transfer the data to third parties if necessary for the performance of the contract.