

**Offer to purchase products according to the trading conditions of the trading company
FAGRON a.s., version as of 2/2017**

The present Terms and Conditions (hereinafter referred to as "T&Cs") are intended for those interested in a purchase contract with the company FAGRON a.s., ID 46709355, based at Holická 1098/31m, 779 00 Olomouc (hereinafter referred to as "the seller") and are the declaration of an offer to purchase goods from the company's range.

This is an offer linked to business conditions. The seller reserves the acceptance of this offer exclusively through an order, meaning an order by phone or email or a written order via the e-shop (hereinafter "the order").

These T&Cs shall govern the relationship between the seller and the buyer who orders and purchases goods. T&Cs are an integral part of each order by the buyer and, at the moment of the acceptance of the offer by the seller, become binding for both parties.

These T&Cs are an offer of repeated conclusion of sales contracts under the provisions of § 1735 of Law no. 89/2012, the Civil Code, as amended (hereinafter the "NOZ"). Through these T&Cs, the buyer declares his interest in concluding a contract with the seller by offering to buy the latter's products and goods.

The offer of goods is available on the Web at <https://eshop.fagron.cz> and is continuously updated, together with the pricing. The goods will be sold at the price according to the price list valid on the date of the placing of the order.

The offer is usually made every day, specifically by offering the goods of the seller on the website of the company. If you accept our offer within 180 days from the day on which you familiarized yourself with this offer, the relationships shall be governed by these T&Cs. It is understood that the order is always held in relation to the current offer. The offer is taken up by placing an order for specific goods.

In accordance with the provisions of §1751, point 1 of the NOZ, these T&Cs shall define the contents of the purchase agreement resulting from placing an order in response to the offer. The Buyer, by placing an order and thus concluding a purchase contract, also confirms his obligations under these T&Cs and agrees to follow them. Should the Buyer make a proposal to amend the T&Cs, the Seller reserves the right (according to §1751, point 2 of the NOZ) not to be bound by the offer, not to agree with the proposal, and refuse concluding a purchase contract within the scope of the Seller's offer. The Buyer's response with an amendment or an annex, shall not be considered as acceptance of the offer to conclude a purchase contract, even if they do not significantly change the conditions of the offer.

The seller reserves the right to accept orders only and exclusively in response to offers made in compliance with these T&Cs.

Dear buyers of goods, if you do not agree with these T&Cs, ask us about individual negotiations and the conclusion of an individual sales contract.

TERMS AND CONDITIONS OF THE TRADING COMPANY FAGRON a.s.

**I.
GENERAL STIPULATIONS**

- 1.1 These Terms and Conditions (the "T&Cs") of the company FAGRON a.s., based at Holická 1098/31m, Hodolany, 779 00 Olomouc, ID 46709355, registered in the Commercial Register at the Regional Court in Ostrava, Section B, Insert 10108 (hereinafter referred to as the "seller") detail the mutual rights and obligations between the seller and the buyer (hereinafter collectively referred to as the "parties" or "seller" and "buyer"). A divergent written agreement between the parties shall take precedence over the provisions of the T&Cs. The T&Cs are annexed to each Agreement and are an integral part thereof, regardless of whether they are attached to the Agreement or not.
- 1.2 These T&Cs govern the relations between the seller and all buyers; the buyer can acquaint himself with the T&Cs on the website of the seller. The seller reserves the right to accept

orders only and exclusively in response to an offer made in compliance with these T&Cs. By ordering goods from the seller the buyer agrees that the relations between him and the seller will be managed according to these T&Cs. **A buyer, according to these T&Cs, means only a business, not a consumer.**

- 1.3 The seller reserves the right to make changes with regard to the reasonable needs within their business, taking into account the product range and possible changes in legislation, shareholder structure, market conditions, etc., to an appropriate extent in the future. A notification of such changes will be sent to the buyer, with a reference to the amended T&Cs available on the website of the seller. For the purposes of this contractual relationship, the publication of the amended T&C on the website of the seller shall be considered as notification and receipt of notification. Buyers who will request notifications via email and provide the latter, will be sent the amended T&C via email. If the buyer does not agree to the changed business conditions, the buyer is entitled to terminate the contract, in writing, within 60 days of notification of the change. If the buyer does not agree to the changed business conditions, the seller is entitled to terminate the contract within 60 days from the date of the rejection of the changed business conditions.
- 1.4 In any telephone contact between the seller and buyer, the seller and buyer are identified in the agreed manner or in a manner that ensures there is no doubt about the identity of the person who is making the communication in question.
- 1.5 **The language of communication.** Communication between the seller and the buyer in the context of contractual relations shall be in the Czech language, unless agreed otherwise. The seller is not obliged to accept a document other than in the Czech language. The seller is entitled to request the submission of an official translation of a foreign-language document into Czech. In the case of documents that are written in other language versions, the Czech version is always decisive, unless agreed otherwise.

II. CONCLUSION OF CONTRACT

- 2.1 The contract between the seller and the buyer is usually concluded by the buyer by telephone by ordering goods from the seller's telephone operators, and the contract is considered to be concluded at the moment when the telephone operator verbally confirms the ordering of the goods.
- 2.2 The Contracting Parties may also conclude a contract in such a way that the buyer orders the goods in the seller's e-shop. When ordering, the buyer is obliged to check that he agrees with the T&Cs; otherwise it will not be possible to carry out the order. The moment of the conclusion of the contract is considered to be the moment of the issuing of the "submit order" command.
- 2.3 The contract is concluded after agreement has been reached on all of its particulars. Acceptance by the buyer of the offer made by the seller must not contain any amendments, reservations, limitations, exceptions, or other changes, nor refer to other terms and conditions than those in the T&Cs. The buyer assumes the risk of a change in circumstances in connection with the rights and obligations arising out of and in connection with the contract.
- 2.4 By placing an order, the buyer confirms that he agrees with the conclusion of the purchase agreement at a distance and at the same time accepts these terms and conditions.
- 2.5 The buyer is aware that the purchase of products that are on offer by the seller gives the buyer no right to use registered trademarks, trade names, logos, or patents of the seller or of other companies, unless otherwise stipulated by a special agreement.
- 2.6 Within the delivery of ordered goods, there may be a certain kind of bundled goods for the buyer and the seller of goods provides a bonus promo for a purchase price of CZK 0.01. With this, the buyer agrees and expresses his/her consent to his order. If the buyer disagrees with this, he is obliged to communicate his opposition to the seller in the order, i.e. expressly inform

the seller that the buyer is not interested in the bonus promo goods for the purchase price. The bonus promo goods become part of the goods ordered by the buyer in the purchase order and the promo purchase price is added to the purchase price for the goods ordered by the buyer in the order.

III. PRICE OF GOODS

- 3.1 The price of goods is determined unilaterally by the seller and is subject to VAT with respect to each item. The price will be increased by VAT at the current statutory rate designated by law.
- 3.2 When telephone orders are being placed, prices negotiated by telephone take precedence over the prices specified in the offer.
- 3.3 The price of goods generally includes the cost of the transportation and delivery of the goods, unless otherwise agreed. Prices do not include packing.
- 3.4 The offer of goods by the seller is available on the Web at <https://eshop.fagron.cz>. The range of goods is constantly updated, together with a continually updated price list, which quotes the current prices of goods. The price of goods is always valid for the date on which the order is placed. The goods will be sold at the price according to the price list valid on the date of the making of the order.
- 3.5 The seller shall not preclude the ordering of goods not listed on the Web at <https://eshop.fagron.cz> in sections of the e-shop normally inaccessible to all buyers. In this case, the seller is not bound by this order, if this order is not confirmed by phone or email.

IV. DELIVERY TERMS

- 4.1 The goods are usually delivered to the buyer by the carrier agreed for this purpose.
- 4.2 The delivery of goods is considered to be the moment of delivery of goods to the first carrier for transport.
- 4.3 The goods are usually delivered to the buyer as soon as possible, taking into account the current demand for goods from all buyers and the capacity of the carriers.
- 4.4 Personal collection of goods at the headquarters of the seller is possible.
- 4.5 Should there arise, after the conclusion of the contract, circumstances of force majeure or other objective factors that prevent the seller from delivering the goods on time, the seller has the right to reasonably extend the delivery period or to cancel the contract. If the Seller proves that he was unable, despite exercising all reasonable effort, prevent a delay of the delivery of the ordered goods to the Buyer, the Seller shall not be liable for any damage that this delay may have caused to the Buyer.
- 4.6 The goods are delivered to the buyer together with the delivery note.
- 4.7 When receiving the delivery, the Buyer confirms the number and type of package units to the carrier in the delivery note. Later complaints of wrong number of package units and damaged goods shall not be accepted. Should the Buyer find obvious deviations of number of units or defects in goods, for example, in their type and number according to the delivery note, external damage or mislabeling, the Buyer shall record detected differences or defects on the delivery note, and additionally clearly indicate his name, and also date, stamp and sign the note. The Buyer should have the delivery note confirmed by the carrier.

4.8 In the event that the buyer refuses to take delivery of all the goods because of any obvious defects, this fact shall be indicated on the delivery note and the faulty or incomplete goods delivered shall be returned to the carrier.

4.9 For products involving addictive substances and precursors, the buyer is obliged to check the number and integrity of the outer packaging units according to the information on the delivery note. In the event of the return of products within that group, the carrier is entitled to collect from the buyer only goods packaged in such a way that it is impossible to handle the contents during transport. The carrier confirms signing only the takeover of the shipping containers.

4.10 The buyer accepts the risk of damage to goods simultaneously with the acquisition of property rights at the moment of the handing over of the goods by the seller to the first carrier for transportation. Damage arising after the risk of damage to the goods has been transferred to the buyer does not affect his obligation to pay the purchase price, unless the seller caused the damage through a breach of its obligations.

V. PAYMENT TERMS

5.1 The buyer is obliged to pay the price for the goods on the invoice which he sent to the requested address within the period stated on the invoice. Unless the invoice sent to the buyer together with the ordered goods is deemed to have applied to the sending of an invoice to another address or non-receipt of any invoice, the Buyer is obliged to notify the Seller of non-receipt in a provable manner.

5.2 Payment of the purchase price for goods over a longer period of time, usually a calendar month, is possible for all the goods received in the relevant time period. This form of payment may be suggested by the seller to the buyer. In this case, the invoice for the relevant time period is sent to the buyer at the agreed address.

VI. WITHDRAWAL FROM CONTRACT

6.1 If a party breaches a contract significantly, the other party may rescind the contract without delay. A significant breach of contract is considered such a condition, of which a party knew, or should have known, before the conclusion of the contract, and which would have prevented the other party from concluding a contract, should it have anticipated this condition; in other cases it is considered that the breach is not significant.

6.2 Once one party notifies the other one of its withdrawal from the contract, or of its stay within the contract, this decision cannot be later changed again unilaterally.

6.3 Withdrawal from contract cancels rights and obligations of the parties from the beginning of the contract and within its scope.

VII. COMPLAINTS ABOUT DEFECTIVE GOODS

7.1 The buyer may assert claims for defects (complaints) in accordance with Act no. 89/2012 Coll., as amended.

7.2 Should the manifestation of a defect in the goods appear within six months of receipt, it is considered that the subject was already defective upon delivery.

- 7.3 Should a manifestation of a defect in the goods appear after the deadline specified in Section 7.2, the buyer must prove that the goods were already defective upon receipt.
- 7.4 The buyer can make a complaint about the goods through the delivery note upon receipt of the goods from the carrier if the buyer finds clear differences or defects, e.g. in the type and number of goods on the delivery note or can find external damage or mislabeling of goods. The buyer shall record the observed differences or defects legibly on a copy of the delivery note, stating the date and adding his name and signature. The carrier shall add the vehicle registration number and a signature to confirm receipt of the goods that are the subject of the claim.
- 7.5 The buyer can make a complaint about the goods by using the "Complaint Protocol" form at a later date. Making claims later because of defective goods or a difference in the number and type of goods or the poor quality of the goods supplied is only possible in writing, by fax or e-mail using the Complaint Protocol form, which is available on the website <https://shop.fagron.cz>; see 'terms', or on demand. Complaints about goods must be made immediately after the detection of the problem in a verifiable manner. The complaint report must contain all the required information and must be legible and comprehensible. The complaint protocol also includes a statement that the goods have been stored under the prescribed storage conditions.
- 7.6 Complaints about goods because of their quality will be evaluated and assessed according to the type and nature of the goods the claim is made in relation to. Complaints must be made in a demonstrable manner immediately after the discovery of the defect, but no later than the expiry date of the goods in question.
- 7.7 Complaints about goods involving addictive substances and precursors must be made immediately upon receipt by the carrier. In the event of the goods being returned they must be packaged for sale (if they have not been damaged during transportation) and labelled and packaged in such a way that it is impossible to handle the contents during transport. The purchaser must certify the return of such goods on a copy of the delivery note.
- 7.8 Goods with damaged packaging must be returned immediately upon discovery of the defect during their scrutiny. When passing the returned goods to the carrier, the buyer is obliged to keep the carrier's confirmation as proof of returning the goods (name, signature, reg. number of the vehicle) and complete a signed and dated receipt for the goods.
- 7.9 Goods ordered returned to the manufacturer or distributor by the State Institute for Drug Control in Prague on grounds of poor quality, must be returned by the Buyer after notification by the Seller via a telephone or in writing, no later than within 30 calendar days from notification.
- 7.10 Defective goods must be properly packed and must not get dirty or have their original packaging damaged, depending on the nature and type of the return complaint.
- 7.11 The buyer has the option to refuse to accept the order and the goods delivered to him by the seller because of errors in the object of purchase. The seller is entitled to assess such a complaint and use its sole discretion to accept or not accept it. Thus, it is entirely at the discretion of the seller if the buyer receives such a complaint. If the seller accepts such a complaint by the buyer, the buyer is obliged to return all goods involved in the order to the seller in intact packaging and in the amount involved in the order, including possible bonus goods under Article 2.6.
- 7.12 After the Seller receives the goods returned according to Article 7.11, the Seller is obliged to return to the Buyer the purchase price, if it was already paid, and issue a credit note.
- 7.13 In the event that the buyer disputes under Article 7.11 only a part of the goods specified in the order, the buyer shall, if the seller accepts the claim, return the order that is being objected to (i.e. the goods involved in the order) and return the goods in intact packaging and in quantities according to the complaint, including possible bonus goods under Article 2.6.

- 7.14 After the Seller receives a part of the returned goods (Article 7.13), i.e. those which were the subject of the complaint, and on condition that this complaint was accepted by the Seller, the Seller is obliged to refund to the purchaser a part of the purchase price paid (if it was already paid), corresponding to the amount of the returned goods, and issue a partial credit note.
- 7.15 In connection with a complaint under Article 7.11ff, the seller is always entitled to the reimbursement of costs associated with the packaging of goods and dispatch and delivery to the buyer.
- 7.16 In connection with a complaint under Article 7.11ff, the buyer is obliged to return to the vendor any bonus items listed in Article 2.6 together with the goods that are the subject of the dispute. If the buyer returns the bonus goods it is required for them to pay the seller a handling fee of CZK 200 or the usual price of the bonus goods, according to the choice of the seller. The normal value of the bonus goods is determined by the seller.

VIII. CONSENT TO PROCESSING OF PERSONAL DATA

8.1 The buyer agrees to the processing of their personal data. The buyer agrees that the seller as an administrator can process the data in order to improve the services of the seller for a period from the granting of this consent until the expiry of four years from the termination of the last contractual or other legal relationship between the buyer and seller. The consent to data processing is granted in accordance in particular with NOZ Act no. 480/2004 Coll., as amended, and in the case of individual clients in accordance with law no. 101/2000 Coll., as amended. The data will be used for marketing purposes (especially the Newsletter and the seller providing information about events and offering goods and services). The buyer is entitled to appeal the agreement at any time; an appeal must be made in writing to the seller.

IX. ASSIGNMENT

9.1 Without the prior express written consent of the seller, the buyer is entitled to assign (including hedging assignment of a claim or right) or stop its receivables from the seller, or assign the contract or part thereof, or the rights and obligations arising therefrom.

X. FINAL CLAUSES

10.1 The legal relations between the parties not explicitly regulated by the purchase agreement and these OPs are governed by the applicable laws of the Czech Republic, in particular the NOZ. If a relationship related to the use of the website or the legal relationship of the purchase agreement includes an international (foreign) element, then the parties agree that the relationship is governed by Czech law.

10.2 If any article of the T&Cs becomes invalid, ineffective or unenforceable or inconsistent with an applicable law or rule, it is fully severable from other articles of the document, and therefore the other articles of the T&Cs remain in full force and effect. The provisions of the relevant law of general application shall be applied in lieu of the relevant provisions of the T&Cs.

10.3 The contract arising under the T&Cs contains the entire understanding of the subject matter and all the formalities which parties were obliged and wanted to negotiate in the contract, and which they consider to be important for the binding nature thereof. No claim made during the negotiation or after the conclusion of this Agreement shall be interpreted as contrary to the express provisions of the T&Cs and purchase contract and does not create any obligation on the part of any party.

10.4 The moment of delivery. Shipments delivered by the seller into the hands of the buyer at the contact address or the acknowledgment of receipt are deemed to have been delivered upon their receipt. If the buyer thwarts delivery, the day of delivery shall be the day the shipment is returned to the seller, even if the buyer knew about the shipment. Without limiting the foregoing, these shipments are considered delivered on the 10th business day after they are sent to an address in the Czech Republic or the 15th working day after they are shipped abroad. The buyer is deemed to have thwarted the delivery of the consignment if he refuses to accept the shipment or fails to pick up the consignment within the specified time period or the shipment is returned to the seller as undeliverable to the contact address.

10.5 Other shipments to the buyer than those referred to in Article 10.4 of the T&Cs are considered delivered on the third business day after they are sent to an address in the Czech Republic or 15th working day after they are sent abroad. This is not the case if the seller learns of the delivery of the shipment before the end of this period.

XI. SCOPE OF T&Cs

11.1 The T&Cs are valid from 31 March 2017 and until the release of amended T&Cs. The current text of the T&Cs is available on the website of the seller – the FAGRON company – <https://eshop.fagron.cz>; see Terms and Conditions.

Olomouc, March 31, 2017