

ZENTIVA

**GENERAL TERMS OF DELIVERY,
Zentiva Group**

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- Customer:** In the context of these General Terms of Delivery, the Customer shall be an entity of the Zentiva Group, i.e., particularly Zentiva, k.s., Company Reg. No.: 49240030, with registered office at Prague 10, Dolní Měcholupy, U kabelovny 130, Postal Code: 102 37, registered in the Commercial Register administered by the Municipal Court in Prague, Volume A, Insert 64046; Zentiva Group, a.s., Company Reg. No.: 28446640, with registered office at Prague 10 – Dolní Měcholupy, U kabelovny 130, Postal Code: 102 37, registered in the Commercial Register administered by the Municipal Court in Prague, Volume B, Insert 14570; Zentiva, a.s., Einsteinova 24, 851 01 Bratislava Slovak Republic, IČ: 31411771, DIČ: SK2020394970, registered in the Commercial Register at the District Court in Bratislava I, Section Sa, Insert No. 5652/B; Zentiva International, a.s., Einsteinova 24, 851 01 Bratislava Slovak Republic, IČ: 35687355, DIČ: SK2020394970, reg. in the Commercial Register at the District Court in Bratislava I, Section Sa, Insert No. 5667/B; Zentiva Bulgaria Branch, branch of foreign company, UIC 205052992, with seat and reg. office at: 53-55 General Totleben Blvd., Office Building “Sofia City West”, Krasno selo Region, Sofia 1606; Zentiva Group, a.s. Eesti filiaal, Tartu mnt 13, Tallinn city, Harju county, 10145, Estonia; Zentiva Group, a.s. Lietuvos filialas, Vilniaus m. sav. Vilniaus m. Jogailos g. 9, Lithuania; Zentiva Group, a.s. Eesti filiaal, Tartu mnt 13, Tallinn city, Harju county, 10145, Estonia being, in the relevant agreement, also particularly identified as the Customer, Purchaser or Mandator.
- Supplier:** In the context of these General Terms of Delivery, the Supplier shall be an entity identified in the relevant agreement as the Supplier, Contractor, Seller or Mandatory.
- Agreement:** In the context of these General Terms of Delivery, the Agreement shall be the relevant agreement an integral part of an appendix to which are formed by these General Terms of Delivery; the Contracting Parties shall be the respective parties referred to by such agreement, therefore, in the terminology of these General Terms of Delivery, the Customer and Supplier.
- Purchase Order:** In the context of these General Terms of Delivery, the Purchase Order shall be the relevant Purchase Order an integral part of an appendix to which are formed by these General Terms of Delivery.

I. General Provisions

1. All investment, goods, services and repair supplies, as well as other Supplier's performance for the Customer, carried out under the Agreement entered by and between the Customer and Supplier (hereinafter the “Delivery”), including an Agreement entered in the form of Supplier's quotation and its acceptance by the Customer or Customer's Purchase Order and its subsequent confirmation by the Supplier, shall be governed by these General Terms of Delivery, with the exception of cases where the Contracting Parties, expressly and in writing, agree upon different terms that, under the applicable legislation, take precedence (i.e., particularly the differing provisions of the Agreement – see provisions of Section 1751(1) of Act No. 89/2012 Coll.).

2. Any amendments and modifications to these General Terms of Delivery (hereinafter the “GToD”), or deviations here from, may only be made or arranged by means of an express written agreement between the Customer and Supplier.

II. Other Provisions

1. Confirmation of Customer’s Purchase Order shall be required within one business day unless otherwise stated in the Purchase Order or Agreement. A Purchase Order, not confirmed within the deadline specified, shall be deemed accepted (confirmed) by the Supplier unless expressly agreed otherwise by both Contracting Parties in writing. The Customer reserves the right to request a written confirmation in cases of certain Purchase Order types. The Purchase Order confirmation needs to be sent to an email address specified on the Purchase Order.

2. The issue of and subsequent payment on the relevant invoice for the delivery arranged shall be subject to its due and flawless execution, i.e., due delivery of flawless performance by the Supplier for the Customer on which the relevant document shall be drawn by the Contracting Parties in accordance with the following paragraph.

3. Forming a part of Supplier’s invoice, a Transfer Note, Delivery Note, “Acknowledgment of Receipt” or other document agreed upon by the Contracting Parties, shall be drawn on the execution of the agreed performance delivery and signed by the Contracting Parties or their authorized representatives.

4. Should the Agreement comprise special terms of delivery, technical or testing conditions and packaging-, marking- and shipping instructions, these shall be deemed to form a part thereof and be binding to both Contracting Parties as a prerequisite of due performance.

5. Upon executing each delivery for the Customer, the Supplier is also obliged to forward all documents related to the subject of the delivery or performance.

6. By accepting the delivery, the Customer becomes an exclusive and unrestricted owner of the delivery subject (provided that such subject is fit to be a subject of property rights). The Supplier is obliged and undertakes to allow the Customer to acquire the property rights to such subject of delivery. In the case that the exclusive and unrestricted ownership cannot be acquired, the Supplier must always provide the Customer with an advance written notice of the matter.

7. Subject to the delivery meeting all above mentioned conditions and the Supplier carrying it out in a timely fashion, properly with professional diligence, flawlessly and in compliance with Customer’s requirements, the Customer shall undertake to accept the subject of delivery, including all documents, and make a payment of the price negotiated or provide other form of consideration as agreed.

8. The relevant invoice, duly issued and forwarded or sent by the Supplier to the Customer, must contain all essentials of tax and accounting documents in accordance with the applicable legislation.

9. The original invoice must be sent:

a. By post to the address of the Zentiva scanning centre
[Name of the company in the Zentiva group]
Landsberger Straße 140, 04157 Leipzig
Germany

b. Electronically by e-mail to the respective e-mail address based on the country of the Zentiva company:

- ZentivaCZDocs@eportaldoc.com for Czech Republic
- ZentivaSKDocs@eportaldoc.com for Slovak Republic
- ZentivaEEDocs@eportaldoc.com for Estonia
- ZentivaLTDocs@eportaldoc.com for Lithuania
- ZentivaLVDocs@eportaldoc.com for Latvia

Emails must comply with the following requirements:

- One invoice/document per file (pdf or tif).
- File format will be pdf or tif only. No other format is accepted.
- 10 files (attachments) in an email as maximum.
- Maximum size of attachment: 10MB.
- Maximum size of email: 25MB.
- Supporting documentation should be in the same PDF as the invoice, the invoice being the first page.

10. Absence of any of the above mentioned requirements in a particular invoice or any other incorrect data in it, form the Customer’s right to reject such invoice to the Supplier, the same applies case:

- The invoice contains incorrect invoice amount
- Requirements of paragraph II. 3. are not met
- The payment term on the invoice does not comply with the one agreed in the contract
- The invoice is not issued in compliance with the contract or the Purchase order or the GToD
- For investment deliveries, which are hereby understood as buildings, reconstruction of buildings or their interiors, and deliveries of tangible investment material, unless the mutually signed handover protocol has been handed over to the Customer.

In the case that the Customer returns the invoice to the Supplier, the Supplier shall be obliged to issue a new invoice containing all the above mentioned essentials which must meet all the above

mentioned requirements and, pursuant to the Agreement, Purchase Order or these GToD, be free of all the above mentioned due date issues.

11. The due date of the relevant invoices, forwarded or sent by the Supplier to the Customer, shall be 60 days from the date of their delivery to the Customer unless expressly agreed otherwise in writing.

12. Should the Customer, without a reason, fail to make the payment of the relevant amount, rightfully invoiced by the Supplier, by the invoice due date specified thus defaulting on the payment of the relevant amount and provided that the Supplier meets all their obligations towards the Customer in due manner, the Supplier shall be authorized to charge the Customer an interest on late payment in the amount of 0.05% of the delivery value, excluding VAT, per day. For the purpose of these GToD, the delivery value shall particularly be the price of the goods supplied, compensation for executing the work and other sums provided by the Customer as a consideration for Supplier's performance in due, timely and flawless manner.

13. **Payments** to the third parties channelled to **bank accounts** located in a country different from the country where the goods /services are **delivered /rendered** and different from the countries where the provider and the seller are **incorporated** are strictly **prohibited**.

Further payments made to third parties and/or channelled to bank accounts located in **non-cooperative countries** (with exceptions when relating to commercial transactions operated within these countries), as defined by supra national bodies (OECD / FAFT...) are also strictly **prohibited**.

14. Should the Supplier fail to meet the delivery deadline under the Agreement thus defaulting on the delivery execution and unless otherwise stipulated below, the Customer shall be authorized to claim from the Supplier a contractual penalty in the amount of 0.05% of the total delivery value, excluding VAT, per day.

The Customer shall have an exclusive right to refuse the delivery in case it is not delivered by the date stated on the Purchase Order confirmation.

Should the subject of the delivery involve execution of the work in accordance with the applicable legislation and in the case that the Supplier, under the Agreement, fails to execute the work in a timely manner thus defaulting on its execution, the Customer shall be authorized to claim from the Supplier a contractual penalty in the amount of 0.05% of the total delivery value, excluding VAT, for each day of default.

Should the subject of the delivery involve provision of a service and in the case that, under the Agreement, the Supplier fails to meet the deadline for its provision thus defaulting on it, the Customer shall be authorized to claim from the Supplier a contractual penalty in the amount of 0.05% of the total delivery value, excluding VAT, for each day of default. In the case that the Supplier defaults on elimination of performance defects occurring in the warranty period and the Customer rebukes the Supplier for them requesting their elimination, the Customer shall be authorized to claim from the Supplier a contractual penalty in the amount of 0.05% of the total delivery value, excluding VAT, for each day of default. Should the Supplier also fail to eliminate the defects within an additional period of 30 days provided to them by the Customer for the given purpose in writing, the Customer shall be authorized to arrange the defect elimination by a third party at Supplier's cost reimbursement of which the Supplier shall undertake. The Supplier shall undertake to make a payment of the contractual penalty in the aforementioned cases. Making the payment of the contractual penalty shall not affect or limit Customer's entitlement to a compensation of damage incurred as a result of Supplier's default to which the penalty shall apply, particularly in the amount exceeding the contractual penalty paid.

III. Withdrawal from Agreement

1. Should any of the Contracting Parties substantially breach their obligations, the other Party may, without undue delay, withdraw from the Agreement entered. A substantial breach of obligation is such that was already known to the Party breaching the Agreement at the time of entering the Agreement or, if the Party breaching the Agreement knew that the other Party would not have entered the Agreement had they anticipated the breach; in other cases, the breach is not considered substantial. For the purpose of these GToD, the substantial breach of obligation particularly includes Supplier's default in executing the delivery by more than 30 days unless expressly agreed otherwise in the written Agreement.

2. Withdrawing from the Agreement shall not affect the right to the payment of the contractual penalty or the interest on late payment provided that the maturity date expires; the right to the compensation for damage incurred due to the breach of the contractual obligations; or a provision that, due to its nature, shall also bind the Parties after withdrawing from the Agreement particularly involving the provision on dispute resolution. In the case that a debt is secured, it shall not affect the withdrawal from the Agreement or the security.

3. On Customer's request, the Supplier shall be obliged to document the method of ensuring the quality of their own production (supplies, performance), including the production arranged by their subcontractors, and allow its inspection. The costs associated with such inspection shall be borne by the Customer. In the case of negative findings established by the Customer, the Customer may automatically withdraw from the Agreement entered.

4. Furthermore, the Customer shall be authorized to withdraw from the Agreement should the Supplier fail to perform under the Agreement, namely due to existence of circumstances excluding liability or, in accordance with the applicable legislation, existence of other incident of the so-called force majeure, and provided that such situation lasts longer than 6 months.

IV. Technical Documentation

1. All required drawings and other documents, blueprints, sketches and technical descriptions, made available by the Customer to the Supplier in connection with executing the subject of the Agreement, shall remain Customer's property and must not be transferred by the Supplier to another third party without Customer's advance notice of express consent. Should, for any reason, the subject of the relevant Agreement fail to be executed, the Supplier shall undertake to, duly and in accordance with the protocol, return all technical documents and data to the Customer.

2. Following completion of the Agreement subject execution and immediately after being utilized for the purpose of the particular delivery, all relevant technical documents shall be returned by the Supplier to the Customer in accordance with the protocol.

V. Supplier's Liability

1. The Supplier shall be responsible for the characteristics of the delivery they execute, particularly in accordance with the provisions of Section 1914 and the subsequent Sections of Act No. 89/2012 Coll. and pursuant to the applicable regulations associated therewith; and, in the case of entering a certain type of Agreement pursuant to the aforementioned Act (Purchase Agreement, Agreement for Work, etc.), the responsibility is also stipulated by the applicable special provisions on responsibility and, associated with the individual Agreement types, the rights arising from the defective performance.

2. The Supplier shall be responsible for the integrity, accuracy and professional execution of their own technical documentation which must comply with all applicable legal and technical regulations. In the case that the subject of the Agreement also includes assembly or installation thereof, the Supplier shall be responsible for the assembly and installation of the subject of the Agreement carried out in due manner and with professional diligence, including its commissioning and carrying out comprehensive tests. On Customer's request, the Supplier shall be obliged to participate in or provide technical assistance during field tests.

3. In the context of manufacturers', importers' and distributors' obligations upon launching products onto the markets, the Supplier shall, in the cases of selected products, be liable pursuant to the relevant provisions of Act No. 22/1997 Coll., as amended, and the applicable regulations associated therewith.

4. The Customer shall undertake to allow the Supplier or Supplier's appointed personnel access to the relevant parts of their premises should it be essential for the purpose of executing the relevant delivery.

5. The risk of damage to the delivery and its transferring from the Supplier to the Customer shall be subject to the relevant provisions of the applicable regulations and the relevant provisions of the Agreement.

6. In the case of Customer's request, the Supplier shall be obliged to take out a relevant damage liability insurance policy covering the entire period of executing the subject of the Agreement and present a written proof of such insurance policy on Customer's request.

7. In the case of damage to Customer's property, the Supplier shall be obliged to immediately notify the Customer or a person authorized by them.

8. Stated in the Agreement entered or otherwise assumed by the Supplier in accordance with the applicable legislation, Supplier's warranty covers the delivery executed. Unless the warranty is agreed upon in the Agreement, the Supplier shall undertake to, at all times, provide the Customer with the relevant warranty certificate supplied together with the relevant delivery.

9. Unless expressly agreed otherwise, the Supplier shall be obliged to eliminate defects occurring throughout the warranty period, particularly in the following manner:

- a. Defects hindering Customer's business activities within one business day (emergency restoration of operation) from reporting the defect provided that it is objectively allowed by the technological procedure of its elimination;
- b. Other defects no later than 1 month from reporting the matter unless agreed otherwise.

VI. Place of Performance

1. The place of performance for all deliveries shall be Customer's registered seat (unless, in a particular case, a different place of performance is expressly agreed in writing or determined by the Customer).

VII. Personal Data and Confidentiality

1. In this Section VII the following defined terms are used:

- a. "Controller", "Data Breach", "Data Subject", "Personal Data", "Processor" and "Process" / "Processed" / "Processing" have the meanings set out in Regulation (EU) 2016/679 (the "GDPR"), as amended or replaced from time to time.

- b. "Data Protection Laws" means the GDPR, EU Directives 2002/58/EC and 2009/136/EC (as implemented into and adapted to the national laws of EU Member States), or other equivalent laws and regulations applicable to the Supplier or the Customer in any other part of the world, each as amended, repealed or replaced from time to time.
 - c. "EEA" means the European Economic Area.
 - d. "Relevant Personal Data" means Personal Data that are processed by the Customer under, or in connection with, the Agreement entered into in accordance with these GToD.
2. To the extent that the Customer Processes any Relevant Personal Data in the context of the Agreement entered into in accordance with these GToD (i.e., their name and surname, address, email address, telephone and fax numbers, Company Reg. No., bank details and VAT Reg. No.), regardless whether in manual or electronic form, the Customer shall:
- a. Ensure that any such Processing is performed in accordance with applicable Data Protection Laws;
 - b. Implement appropriate technical and organizational measures to protect Relevant Personal Data against unauthorized or unlawful Processing; and
 - c. Ensure that Relevant Personal Data are only disclosed to the Customer's personnel who have a legitimate business need to Process those Relevant Personal Data.
3. The Supplier confirms for themselves, or on behalf of any other individual whose Personal Data the Supplier discloses to the Customer, that the Customer Processes the Relevant Personal Data for the following purposes:
- a. For performance under the Agreement entered into in accordance with these GToD;
 - b. For accounting and administrative purposes;
 - c. For legal and regulatory compliance; and
 - d. For enhancing and improving the Customer's suppliers' records.
4. Furthermore, the Customer may appoint Processors to process the Relevant Personal Data. The Supplier acknowledges that, in particular for accounting and administrative purposes, the Processing shall be carried out by a contractual Processor, namely, Genpact International Inc., 40 Old Ridgebury Road, Third Floor, Danbury, CT 06810, United States of America, who, in turn, arranges for the Relevant Personal Data Processing through its subcontractors some of whom may also be located outside the EEA, e.g. in the U.S. and India.
5. Supplier's Relevant Personal Data shall only be processed for as long as is required for attaining the above-mentioned purposes. The Supplier provides their Personal Data voluntarily. If the Supplier, in connection with performing the Agreement entered into in accordance with these GToD, provides the Customer with the Personal Data of individuals other than the Supplier, e.g. their employees and/or other personnel or subcontractors, the Processing of which by the Customer is essential for performing the Agreement and the obligations arising from generally binding regulations, the Supplier hereby acknowledges that the Customer shall Process such Personal Data to the extent and in the manner set out in the previous paragraphs. Prior to providing the Customer with the Personal Data of such individuals, the Supplier shall undertake to inform such individuals of the Processing of their Personal Data.
6. Data Subjects may have the right to request details of the Personal Data Processed by the Customer. They may also have the right to ask the Customer to amend, update or delete such Personal Data and in some circumstances may have a right to request restriction of certain Processing or to object to such Processing of their Personal Data. To exercise these rights they should contact Zentiva's DPO – dpo@zentiva.com. More information about the way in which the Customer Processes Personal Data, and the rights of Data Subjects, can be found at www.zentiva.com/privacy-notice.
7. To the extent that the Supplier Processes any Personal Data disclosed to them by the Customer in the context of the Agreement entered into in accordance with these GToD, the Supplier shall:
- a. Ensure that any such Processing is performed in accordance with applicable Data Protection Laws;
 - b. Implement appropriate technical and organizational measures to protect the Personal Data against unauthorized or unlawful Processing;
 - c. Ensure that Personal Data are only disclosed to those members of the Supplier's staff who have a legitimate business need to Process such Personal Data; and
 - d. Ensure that any third party whom the Supplier authorizes to have access to the Personal Data (including any Processors) will respect and maintain the confidentiality and security of the Personal Data.
8. In the event that either party discovers a Data Breach that affects the Personal Data Processed by the Supplier or the Customer in the context of the Agreement entered into in accordance with these GToD, the relevant party shall promptly, and in any event within 24 hours of first discovering the Data Breach, notify the other party.
9. The above paragraphs of this Section VII apply to Agreements entered into in accordance with these GToD where the Supplier and the Customer are each Controllers, independently deciding the purposes for which, and the means by which, the Personal Data are processed. In the event that the Supplier acts as a Processor Processing Personal Data on behalf of the Customer, the Supplier and the

Customer shall enter into a Separate Personal Data Processing Agreement as required by Article 28 of GDPR.

10. The Supplier shall undertake to keep confidential all matters of which they have learned or will learn in connection with entering into the Agreement, executing its subject matter and serving its purpose. The Supplier undertakes to refrain from disclosing or otherwise making available information about the aforementioned matters to any third party; this also applies in the case of termination or other form of cessation of the Agreement. Further, the Supplier undertakes to ensure that their employees, personnel and subcontractors also keep the aforementioned matters confidential, and do so to the same extent. In the event of a breach of this obligation, the Customer has the right to protection in accordance with the relevant legislation.

11. In performing their obligations, the Supplier will act in accordance with ethical business principles and comply with all national, as well as the applicable international, anti-corruption regulations on combating bribery by public officials in international business transactions. The Supplier shall in particular refrain from offering, promising or giving any undue pecuniary or other advantage, whether directly or through intermediaries, to any foreign public official, for the welfare of that official or of any third party, in order to influence a decision or proceedings considering the subject of the Agreement or, as the case may be, of the individual Purchase Order.

VIII. Shipping

1. The Supplier shall be obliged to follow the shipping instructions provided to them by the Customer unless agreed otherwise by the Contracting Parties or required by the Customer.

IX. Subdeliveries

1. The Supplier shall not be authorized to assign the Agreement performance to a third party without Customer's advance notice of consent and the Supplier acknowledges that.

X. Work Safety and Fire Protection

1. The Supplier shall be obliged to adopt work safety and fire protection measures and, furthermore, ensure the compliance by Supplier's employees, other personnel and subcontractors. In this context, the Supplier shall particularly undertake to:

- a. Observe the applicable safety-, sanitary- and fire regulations at Customer's premises consistently and in close cooperation with Customer's expert employees and also ensure the same by all personnel on Supplier's part;
- b. Ensure their own work safety supervision in accordance with the applicable legislation;
- c. Observe internal work safety and fire protection regulations and guidelines in effect throughout Customer's premises.

XI. Safety regime at Customer's premises

1. The Supplier shall undertake to observe all work safety-, fire protection- and sanitary regulations and perform all activities and tasks in accordance with principles applied within the environmental protection management system as well as ensure that the aforementioned regulations be observed by Supplier's employees and other personnel or subcontractors.

2. Becoming acquainted with the safety regime in effect at Customer's premises, the Supplier shall undertake to ensure their observance by their employees and other personnel or subcontractors.

XII. Jurisdiction

1. All legal relationships, arising from or associated with the Agreements, shall only be adjudicated in accordance with and on the basis of the national law of the Czech Republic.

2. All disputes, arising in relation to the Agreements, shall be settled by the Contracting Parties, particularly by means of bilateral negotiations and reaching an eventual consensus.

3. However, should the negotiations fail to reach the compromise or consensus between the Contracting Parties, all disputes, arising in relation to the Agreement subject execution or being otherwise associated with the Agreement, shall be resolved by the competent courts of the Czech Republic.

Appendices:

- *Safety-, sanitary- and fire regulations at Customer's premises*

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