

## 1. Definitions

1.1. The following capitalised terms used below in these Conditions have the following meaning:

- a) "Barentz" means BARENTZ spol. s r.o., ID No. 45350001, with its registered office at Za Trati 752, 339 01 Klatovy, Czech Republic, and its affiliated companies;
- b) "Conditions" means these general terms and conditions of sale;
- c) "Customer" means a natural person carrying on business or a legal person that buys Products from Barentz;
- d) "Agreement" means any contract or agreement between Barentz and Customer for the sale of Products by Barentz and the purchase of Products by Customer. The Agreement shall include these Conditions and any attachments to it or documents mentioned therein;
- e) "Parties" means Barentz and the Customer collectively;
- f) "Products" means the products or goods sold by Barentz, as specified in the Agreement;
- g) "Working Days" means any day other than a Saturday, Sunday or public holiday in the Czech Republic.

## 2. Applicability and offers

2.1. These Conditions shall apply to all offers, quotations, deliveries, activities, and Agreements, all in the broadest sense of the word, in which Barentz acts as seller or supplier, to the exclusion of any other terms and conditions, whether put forward by Customer or whether implied by trade, custom, practice, course of dealing or law. By placing an order, Customer acknowledges that these Conditions shall have exclusive applicability; Customer's business terms and conditions that are in conflict with or deviate from these Conditions shall only be accepted by Barentz if accepted by Barentz in writing. A delivery made shall not be deemed to constitute acceptance of any derogatory provision. If Barentz agrees to derogating provisions of Customer's business terms and conditions, these shall apply exclusively to the transaction for which Barentz has accepted them.

2.2. These Conditions shall apply between Customer and the relevant Barentz entity or entities as specified in the Agreement.

2.3. All offers and quotations from Barentz are non-binding and subject to confirmation by Customer. Only written offers can be binding. Any amendment contained in the confirmation shall be deemed to be a counter-offer which is subject to the consent of Barentz. Any documents, delivery times, weights, dimensions, warranties or expiry dates submitted by Customer shall constitute only non-binding instructions until confirmed in writing by Barentz. Customer's order shall be deemed to be an irrevocable offer to enter into an Agreement based on the Conditions. An obligation of Barentz to supply the Products shall only come into existence if and to the extent an order has been confirmed in writing by Barentz or, in the absence thereof, if Barentz completes delivery of the order in whole or in part. Barentz is under no obligation to accept any order and

Barentz's acceptance of any order may be subject to Barentz's approval of Customer's creditworthiness.

## 3. Prices and payment

3.1. Prices quoted by Barentz are exclusive of VAT and any other taxes and are based on delivery in accordance with the Incoterm 2020 agreed in the Agreement.

3.2. Unless explicitly agreed in the Agreement that prices are fixed (by using the term "fixed" or a similar term), Barentz shall be entitled to pass on to Customer, by a corresponding adjustment of the selling price, any increase in its purchase prices, import duties, taxes, currency and exchange rates, and any and all other circumstances increasing the cost price of the Products, arising after the conclusion of an Agreement. In the event of a material increase, Barentz shall have the right to dissolve the Agreement.

3.3. Payment shall be made, without any right to set-off or withhold, within 30 days of the invoice date and in the currency in which and to the Barentz company by which the Products were invoiced, at no cost to Barentz. Invoices issued by Barentz shall be due and payable on the date stated on the invoice, unless within thirty (30) days of the date of issue. After the expiry of this period, Customer is in default by operation of law. In such a case, Customer is obliged to pay Barentz default interest at the legal rate according to the current two-week repo rate of the Czech National Bank increased by 8 percentage points, calculated from the date on which payment was due up to and inclusive of the date of final payment.

3.4. In deviation from the agreed payment term, Barentz reserves the right to deliver "Cash On Delivery" or demand advance payment in which event Customer is obliged thereto, if in Barentz's opinion such way of payment is required considering the financial position of Customer. This shall be the case if, among other things, Customer does not strictly meet its obligations to Barentz or any other supplier or if any of Customer's assets are attached. If the Customer fails to pay an invoice by the due date or fails to take delivery as scheduled, Barentz shall be entitled, at its sole discretion and without prejudice to any other remedy, to suspend further deliveries until such time as a remedy has been agreed or to cancel any remaining obligations of Barentz under the Agreement or any other arrangement entered into with Customer.

3.5. In the event of no payment or late payment by Customer, Customer shall pay to Barentz collection costs as well as the costs of litigation.

## 4. Delivery and retention of title

4.1. Packing and transport shall be carried out according to Barentz's established practice. Stated delivery terms are indicative and cannot be considered as a strict deadline. Barentz shall make reasonable efforts to respect agreed delivery terms, however, exceeding these terms with less than (i) twenty (20) Working Days if the Products originate from within Europe or (ii) 30 Working Days if the Products originate from outside Europe, or (iii) delays which are not attributable to Barentz shall not be considered a default and do not give rise to a right to

compensation of loss or damage suffered by Customer or by third parties. For delays in delivery of more than the before mentioned number of Working Days which are attributable to Barentz, Barentz's liability for loss or damage is at all times limited to a maximum of 2.5% of the order value of the delayed Products and is subject to clause 6. Delays shall not give Customer the right to dissolution of the Agreement.

4.2. If Customer does not accept delivery of the Products, Barentz may store them at the risk and for the account of Customer.

4.3. Barentz reserves the right to deviate up to 5 percent (upwards or downwards) from the agreed quantity of Products to be delivered and in such case the actual delivered quantity shall be invoiced.

4.4. Barentz retains title to all Products delivered by Barentz to Customer. Title to the Products shall only pass to Customer when it has fulfilled all its payment obligations under any Agreement or any other arrangement with Barentz, including that which Customer may owe due to its failure to meet its obligations under those Agreements. Irrespective of this retention of title, the risk on the delivered Products will be borne by Customer from the moment of delivery. Until title to the Products passes to Customer, it is authorised to process, use, and/or sell the Products in the normal course of its business.

4.5. If Customer fails to comply with its payment obligations towards Barentz or causes Barentz to have good reason to fear that it will be in default, Barentz shall be entitled to take back the Products on which it retained the title. When Barentz invokes its retention of title, Customer shall allow Barentz to enter the places where the retained Products are located.

4.6. Customer shall immediately inform Barentz if an attachment has been imposed on the Products and shall immediately notify the attachment creditor of the fact that title to the seized Products rests with Barentz.

## 5. Warranties and notice of defects

5.1. Customer assumes all risks and liability for (i) results obtained by the use of the Products, whether used as delivered or in combination with other products; (ii) determining fitness for use of the Products in, or in conjunction with, other products; (iii) the truthfulness and accuracy of Customer's marketing and advertising of any product of Customer into which the Products were incorporated; (iv) obtaining governmental health, safety, environmental or other approvals for utilization of the Products; and (v) for any loss or damage resulting from the handling, use or misuse by Customer of the Products.

5.2. Customer declares that it is aware of the qualities of the Products supplied to it and of all legal regulations relating to the Products by which it is bound. In the storage, resale, transportation, processing and other use of and all further acts involving the Products, Customer shall strictly observe the relevant legal regulations and Barentz's instructions, if any, with respect thereto.

5.3. Barentz warrants that at the moment of delivery, the Products are not damaged and shall materially be in conformity with any written specifications provided by Barentz. Barentz makes no other warranty of any

kind, express or implied, statutory or otherwise, concerning the Products, including, without limitation, the implied warranties of fitness for purpose or merchantability or the results to be derived from the use of the Products.

5.4. Upon receipt, Customer shall forthwith inspect the Products for apparent defects or deficiencies. Defects or deficiencies discovered during such inspection shall immediately, and in any case within three (3) Working Days after receipt, be notified to Barentz. In addition, Customer shall carefully test all Products before processing, use, or selling the Products and within two (2) months of the receipt of the Products at the latest. If a defect is discovered, Customer shall notify Barentz within three (3) Working Days after discovery. Defects that were not and could not be discovered by careful testing of the Products shall be notified to Barentz within three (3) Working Days after discovery but no later than four (4) months after receipt of the Products.

5.5. All notifications shall be in writing and shall include all relevant details. If a claim has not been notified to Barentz in conformity with or failing compliance with the obligations in this clause 5, the Products shall be deemed accepted and Barentz shall have no liability with respect to any non-conformity.

5.6. If a defect in the Products is discovered, Customer shall not process, use or sell the Products. If a claim submitted in conformity with clause 5 is justified, Barentz shall:

5.6.1. at its sole discretion either (i) replace the Products with Products which are in conformity with the Agreement or (ii) issue a credit note to Customer in respect of the whole or part of the price of such Products and take back the relevant Products; or

5.6.2. in case of defects that were not discovered by careful testing of the Products and that were discovered after the Products have been processed, compensate Customer's loss and damage, subject to clause 6.

Performance of any of the above options shall constitute the sole remedy of Barentz's liability under this warranty. No claim shall entitle Customer to dissolution (not binding) or suspension of the Agreement.

5.7. Any unfounded return of Products shall be for the account and at the risk of Customer. Returns will only be permitted with the prior written consent of Barentz.

5.8. In case a defect is the consequence of a failure in Customer's compliance with the maintenance instructions, and/or natural wear and tear in view of their material substance, and/or a result of processing by Customer or a third party, Barentz shall not be liable.

5.9. In the case of Products manufactured directly by Barentz, Barentz warrants that each of its Products conforms to the applicable specifications and is free from defects at the time of delivery to Customer. Customer shall be entitled to exercise the right to claim a defect in a Product manufactured by Barentz which manifests itself at the time specified for each product by Barentz after receipt of the Product, unless otherwise agreed. At its discretion, Barentz's

obligations are limited to replacing the defective quantity of the Product or issuing a credit note for the whole or a part of the price of the Product, which is satisfactorily proven to be non-conforming at the time of delivery within the time specified above. Customer must notify Barentz in writing of the claimed non-conformity upon discovery within three (3) Business Days and return the Product to Barentz for review.

5.10. Barentz shall not be liable for improper storage, use, accidents or operation of Products manufactured by Barentz or for any damage caused thereby or resulting from the negligence by Customer's employees or agents.

### 6. Liability

6.1. Barentz's liability, whether based on breach of the Agreement, tort (including negligence), breach of statutory duty, misrepresentation or otherwise, is limited to reasonable loss and damage that are a direct consequence of the damage causing event and to a maximum aggregate amount of two times the net invoice value, excluding VAT, of the disputed Products, per event or series of events having the same cause, with a maximum of 500,000 EUR in aggregate during the term of the Agreement. If and to the extent that a third party is liable to Barentz for any claim of Customer against Barentz, any limitation of liability of that third party enforceable between that third party and Barentz shall also apply between Barentz and Customer.

6.2. Barentz's liability, whether based on breach of the Agreement, tort (including negligence), breach of statutory duty, misrepresentation, or otherwise, for immaterial loss or damage, penalties, environmental damage, damage as a result of Customer's liability towards third parties over and above the limits of liability of Barentz contained in these Conditions, indirect, and/or consequential loss or damage (including without limitation, loss of revenue or profits, loss of goodwill, contract or clientele, loss of anticipated savings), is explicitly excluded.

6.3. Notwithstanding clause 5, all possible legal claims by Customer, with regard to the alleged liability of Barentz, shall expire if Barentz is not notified thereof within four (4) months of delivery of the Products and/or if Customer does not commence legal proceedings against Barentz within one (1) year of delivery.

6.4. Nothing in these Conditions shall limit or exclude Barentz's liability for (i) intent or conscious negligence of Barentz or its management, (ii) fraud, (iii) death or personal injury caused by Barentz or (iv) any other matter in respect of which it would be unlawful for Barentz to exclude or restrict its liability.

### 7. Default and dissolution

7.1. If Customer does not (properly or in time) fulfil any of its obligations towards Barentz, it shall be in default and Barentz shall be entitled, without any notice of default being required, to either suspend or dissolve the Agreement and any other agreements not yet completed, without prejudice to Barentz's further rights arising from any Agreement and/or the applicable law.

7.2. In the event of a decision on bankruptcy or suspension of payments of a Party to its creditors, the other Party is entitled to dissolve the Agreement with immediate effect without any compensation. In the event Barentz is unable, after good faith efforts, to obtain Products for Customer, upon prior written notice, Barentz shall have the right to terminate this Agreement with immediate effect.

### 8. Force majeure

8.1. In case of Force Majeure on Barentz's part, Barentz may either (i) terminate the Agreement with immediate effect (ii) suspend the performance of the Agreement until the Force Majeure event has ended, both (i) and (ii) in whole or in part and without Barentz being liable for any loss or damage caused by the termination or suspension of the Agreement. If Barentz can only make partial delivery as a consequence of a Force Majeure event, it shall be entitled to do so. "Force Majeure" means circumstances beyond Barentz's control which are of such a nature that performance of the Contract becomes impossible or excessively difficult and/or prohibitively expensive such that performance of the Contract can no longer be reasonably required of Barentz or cannot be required immediately. "Force Majeure" shall mean circumstances which are of such a nature that the execution of an Agreement becomes impossible or excessively onerous and/or disproportionately costly so that performance of the Agreement can no longer reasonably or cannot be immediately required from Barentz. Force Majeure will in any case include - without limitation - the following: any strike, lock-out, fire, extreme weather circumstances, pandemic or epidemic, obstruction in traffic, shortage of raw materials, materials, fuel or labour, mobilization, war, restriction of import and export, and/or any government measures preventing or impeding the performance by Barentz of the Agreement. Force Majeure on the part of Barentz's contractors or subcontractors shall be deemed to be Force Majeure on the part of Barentz.

8.2. Customer shall have the right to dissolve the Agreement in case of a Force Majeure Event on the part of Barentz, if (i) Customer can demonstrate that timely performance is essential for it in its business operations, and (ii) the Force Majeure situation is not expected to end within 60 days.

### 9. Intellectual property

9.1. All intellectual property rights, trade secrets and other proprietary rights subsisting in the Products and any samples and marketing materials as well as all technical, business or similar information (including all recipes, designs, documents and other materials relating to the Products and the marketing materials) shall be, and shall remain, the exclusive property of Barentz or its licensors and Customer shall hold no interest in respect of the same whatsoever.

9.2. If the Products are manufactured according to drawings, models, samples, specifications or any other directions in the widest sense of the word, received

from Customer, Customer shall defend and indemnify Barentz against any third-party claims (i) based on the actual or alleged infringement of any intellectual property rights or any other right of third parties, by manufacturing and/or supplying of such Products and (ii) based on Product liability. If any third party objects to the manufacture and/or delivery of said Products on the basis of any alleged right, Barentz shall be unconditionally entitled to immediately stop the manufacture and/or delivery and to claim compensation for the costs incurred, without prejudice to any claims for damages against the Customer and without Barentz incurring any liability of any kind to the Customer.

### 10. Confidentiality

10.1. Confidential Information" shall mean all information provided by the disclosing party to the

receiving party in connection with the Agreement, that relates to the business, affairs, price, payment conditions, products, transformation or manufacturing process, developments, trade

secrets, know how, recipes, formulations, personnel, customers, prospects, and suppliers of either Party whether designated as "confidential information" or not, together with all information derived from the foregoing, but excluding any information (i) independently developed by the receiving party without using Confidential Information of the disclosing party, (ii) publicly disclosed by an entity other than the disclosing Party under no duty of confidentiality or (iii) rightfully in the possession of the receiving party without a duty of confidentiality prior to the receipt of such information.

10.2. Unless otherwise agreed in writing between the Parties in any specific non-disclosure agreement, each Party shall not use or disclose any of the other Party's Confidential Information other than for the sole purpose of the performance of the Agreement, nor issue any press release or public

announcement regarding the existence, subject matter or terms of the Agreement, unless required

by law or regulation or pursuant to an order of a competent authority, provided a prior written

notification to the other party is given and the Confidential Information remains subject to the

obligations of confidentiality and restrictions on use contained herein except with respect to this specific disclosure. Each Party shall ensure that its employees, affiliates, consultants, agents and contractors to whom Confidential Information is disclosed are aware of and agree to comply with its confidentiality obligations. Each Party shall ensure that its respective employees, affiliates, advisors, agents,

and contractors to whom Confidential Information is disclosed are made aware of and agree to be bound by their confidentiality obligations. Obligations under

this clause 10 shall survive until the Confidential Information becomes part of the

public domain.

### 11. Miscellaneous

11.1. All Agreements shall be binding upon and inure to the benefit of the Parties hereto and their respective affiliates and successors. The Customer may not assign or transfer any rights or obligations under the Agreement without the prior written consent of Barentz.

11.2. Barentz shall be entitled to propose changes to these Conditions; this shall be without prejudice to any rights and obligations arising during the effective period of the previous version of these Conditions. Barentz shall provide Customer with notice of the proposed change to these Conditions at least fourteen (14) calendar days before the proposed effective date of the change. Barentz shall provide information about the proposed change, including information about the proposed effective date, to Customer's contact email and shall post the information on its website. Unless Customer exercises its right to reject a proposed change to these Conditions in writing no later than one (1) calendar day before the proposed effective date of the change, the proposed change to these Conditions shall become effective for Customer as of the effective date proposed by Barentz. If Customer rejects Barentz's proposal to amend these Conditions in the manner set out above, Customer shall be entitled to terminate the Agreement in writing. During the notice period, the Conditions in the version applicable before the proposed change shall continue to be valid and effective for the Customer. In such a case, the notice period shall be thirty (30) calendar days and shall begin to run upon delivery of the notice to Barentz. If Customer does not exercise the right to terminate the Agreement entered into under these Conditions as stated above in writing, the proposed change to these Conditions shall apply to Customer from the effective date proposed by Barentz.

11.3. The invalidity or unenforceability of any term of the Agreement shall not adversely affect the

validity or enforceability of the remaining terms and rights. The invalid or unenforceable provisions shall be replaced by relevant valid and enforceable provisions that economically best reflect the contents and meaning of such invalid or unenforceable provisions and the intention of the Parties.

11.4. Customer agrees that during the term of the Agreement with Barentz and for twelve (12) months after the end of the Agreement, it shall not, directly and/or indirectly, solicit or induce or attempt to solicit or induce any of Barentz's suppliers to terminate their relationship

with Barentz, nor shall Customer interfere with or disrupt (or attempt to interfere with or disrupt) any such relationship.

11.5. Customer shall act, and shall ensure that its officers, directors, representatives, agents, and

employees act in compliance with all anti-corruption, anti-bribery, anti-money laundering, export control and economic sanctions laws and regulations in any jurisdictions in which it operates.

11.6 For the purpose of the performance of the Agreement, Barentz processes Customer's personal data in accordance with the General Data Protection Regulation (EU) 2016/679, Act No. 110/2019 Sb., on Personal Data Processing, as amended, and other related or implementing regulations in the area of personal data protection. Such data includes, in particular, the data provided by Customer when entering into the relevant Agreement or provided in the course of mutual communication with Barentz.

11.7 Further information regarding the processing of personal data is contained in the Data Processing Policy available on the website: [https://www.barentz.com/media/aqnbv5/2020\\_v1\\_barentz\\_cz\\_gdpr.pdf](https://www.barentz.com/media/aqnbv5/2020_v1_barentz_cz_gdpr.pdf).

### 12. Choice of law and choice of forum

12.1. Offers, quotations, deliveries, these Conditions and all Agreements and the performance thereof, as well as other terms and conditions of the business cooperation between Barentz and Customer shall be governed by generally binding laws of the Czech Republic, in particular Act No. 89/2012 Sb., the Civil Code, as amended. The applicability of the Vienna Convention on the International Sale of Goods is excluded.

12.2. Any disputes arising in connection with these Conditions or the Agreement shall be finally and exclusively settled by a court having competent jurisdiction in the Czech Republic according to the registered office of Barentz.