

**GENERAL TERMS OF SUPPLY OF GOODS TO
CURTIS HEALTH CAPS Sp. z o.o. with its seat in Wysogotowo
01.05.2020**

1. These General Terms of Supply (hereinafter referred to as "**GTS**") define general principles of cooperation between Curtis Health Caps Sp. z o.o. with its registered office in Wysogotowo (address: ul. Batorowska 52, Wysogotowo, 62-081 Przeźmierowo; company registered in the Register of Entrepreneurs of the National Court Register kept by the District Court Poznań - Nowe Miasto i Wilda in Poznan, VIII Commercial Department of the National Court Register under the number KRS 0000156781, NIP 7810041371; REGON 631513107; with share capital in the amount of PLN 36,100,000.00 - hereinafter "**CHC**") and CHC's contracting parties (hereinafter: "**Supplier**") in the scope of all Goods purchased by CHC (hereinafter: "**Supply**"). The Supplier and CHC are hereinafter collectively referred to as the "**Parties**". The term "**Goods**" refers to new, unused goods, equipment, machinery, technical infrastructure elements, products, raw materials, packages, materials, etc.
2. Each Order placed by CHC obliges the Supplier to comply with these GTS. This shall mean that these GTS apply to all Orders placed by CHC after delivery of these GTS to the Supplier, unless CHC decides otherwise in writing on pain of invalidity. GTS bind the Supplier to the full extent, unless the Parties exclude the application of GTS or some of its provisions clearly and in writing - under pain of nullity. These GTS exclude application of the Supplier's own forms of agreement, regulations or other general terms and conditions for concluding contracts.
3. The overall contractual relations between the CHC and the Supplier in the scope related to the performance of the Order (the "**Agreement**") consist of (in the following order): (1) Order accepted for performance and (2) GTS.
4. The Supply is performed by the Supplier on the basis of the Orders placed by CHC in writing or in document form and delivered to the Supplier by e-mail to the e-mail address mentioned in the last sentence of the this clause. The Order shall be considered as a reply to the offer of the Supplier within the meaning of article 68¹ of the Civil Code submitted in response to the request for proposals of CHC. The terms and conditions of cooperation contained in the Order, especially those concerning the scope, characteristics of the Goods and the price and conditions, including the date of Supply, may not be changed in any way, without prior written consent of CHC under pain of nullity. In case of any discrepancies between the Supplier's offer and Order, provisions included in the Order shall prevail. Within 2 business days from the receipt date of sending of an Order by CHC, the Supplier shall be obliged to accept or reject it, and inform CHC in the form of an appropriate statement made to CHC (by e-mail or in writing). Failure to make such a statement shall operate as order acceptance of the Order for performance. Within the same time limits, the Supplier may propose to CHC modifications to the Order. Failure to propose modifications within this period shall operate as acceptance of the Order for performance without modifications. Any modifications to the Order proposed by the Supplier shall require an written approval from CHC (by email or in writing). The arrangements between the Parties in this respect shall form an integral and binding part of the Order. Unless otherwise agreed by the Parties the Orders shall be sent by CHC to the e-mail address from which the offer submitted in response to the request for proposals was received.
5. CHC is entitled to cancel the Order 14 days before its performance date. Cancellation of the Order shall not entitle the Supplier to demand from CHC to pay any damages, penalties, remuneration or any other amount of money.
6. CHC reserves the right to unilaterally delay the completion date of any order or delivery, in the event that the completion of such order or delivery in the previously determined time would be detrimental, impossible or difficult as a direct or indirect consequence of the force majeure events, which shall include in particular: (a) any closedown at CHC premises connected with employee or contractor illness, quarantine or other absence; (b) binding orders issued by Polish public authorities or EU institutions; or (c) other difficult to foresee circumstances connected with force majeure. Supplier will be notified about the change of the date of completion of the order or date of delivery by CHC, with appropriate notice, as practically possible in each case.
7. Whenever these GTS refer to business days, this shall be understood as business days in force in CHC, i.e. days from Monday to Friday from 8am to 4pm (in the case of the CHC warehouse - from 8am to 6pm), excluding public holidays.
8. The Supplier, in performance of the Agreement, is obliged to provide CHC with documentation required by CHC, taking into account the nature of CHC's business activity and covering in particular: quality certificate, specifications, statements, certificates (including CE), approvals, results of the laboratory tests, temperature measurement printouts during transport (for raw materials that must be transported under controlled conditions) and licenses relating to the goods contained in the Supply (in originals or certified copies). Those documents should indicate that the supplied goods have been placed on the market and/or may be used for their intended purpose. In the event of non-delivery of the above documents together with the Supply of the goods within 3 days from the day of Supply, CHC reserves the right to return the supplied goods to the Supplier at the Supplier's expense. The packaging in which the Goods being the subject of the Supply are contained should include, in particular, information about the name of the product, net and gross or tare weight.

**GENERAL TERMS OF SUPPLY OF GOODS TO
CURTIS HEALTH CAPS Sp. z o.o. with its seat in Wysogotowo**

01.05.2020

9. The Supplier may perform the Order through subcontractors only upon prior written consent of CHC (under pain of nullity). Lack of such consent within 5 days counted from the delivery of Supplier's notification about the intention to perform the Order or any part thereof through a subcontractor shall be tantamount to the absence of consent to subcontractor and the scope of the Order to be entrusted to the subcontractor for performance. In such case the Supplier shall be obliged to cease the cooperation with the subcontractor (both direct and indirect) in the performance of the Order. The Supplier shall be held fully responsible for the acts and omissions of subcontractors, as for the Supplier's own actions and omissions. The Supplier shall ensure that its relations with subcontractors protect the interests of CHC to the fullest possible extent. In particular, the Supplier shall ensure that the subcontractor observes to the extent necessary the relevant provisions of this Agreement.
10. The Supplier guarantees that the supplied goods as well as purchasing and using thereof according to the intended purpose do not infringe any property and non-property rights of third parties and that the goods covered by the Agreement have been made in accordance with the applicable laws and regulations. The Supplier shall in this regard release CHC from all third party claims.
11. In case of reasonable doubts as to the conformity of the Supply item with the provisions of law, documentation or assurances given by the Supplier, CHC shall be entitled to conduct laboratory test of the Supply or any part thereof by an expert selected by CHC, at the expense of the Supplier. The results of such tests shall be binding upon the Supplier.
12. The risk of loss, damage or destruction of the supplied goods - until accepted by CHC - shall be borne solely by the Supplier.
13. The price for the supplied Goods shall include all costs related to the performance of the Order in particular the cost of the delivery to the place indicated in the GTS or in the Order. Unless the Order provides otherwise, the Supply shall be completed on the basis of DDP to the location of CHC according to Incoterms 2020 rule. The Goods included in the Supply should be delivered on EURO pallets 1200x800 mm, with a maximum height of 1.4 m. CHC has the right to refuse to accept the supplied Goods, if they are supplied otherwise than in the manner indicated above.
14. Should the performance of this Agreement require that the Supplier's representatives enter the place of Supply, the Supplier and its representatives as well as persons acting on behalf of the Supplier shall be required to observe internal regulations of CHC or other entities and applicable at the place of Supply.
15. Upon the Supply, CHC shall make an initial check of the Supply item in terms of aggregate quantity and visible external damage. Deficiencies in this regard shall be recorded in the waybill, the discrepancy report signed by authorized representatives of the Parties or other Supply document.
16. The Supplier shall be obliged to collect from CHC any defective Goods as well as Goods damaged during transport - at the Supplier's own expense. The deadline for collection shall be determined by CHC. This provision also applies to the collection of the supplied goods should it be found at a later date that they were defective. In case of failure to meet the deadline for collection of defective or damaged goods as determined by CHC, CHC shall be entitled to charge the Supplier with the costs of storing such goods.
17. CHC has the right to report the defects of the supplied goods not covered by the provisions of clause 15 within 1 month from the date of Supply. This provision shall not apply to latent defects. Latent defects may be reported at any time, no later than within 1 month from the date of disclosing/detecting the defect.
18. In these GTS, a defect shall be understood to mean in particular any quantitative and qualitative discrepancies of the Goods with the specification accepted by CHC, the Agreement, mandatory provisions of the law or applicable standards as well as declarations and assurances of the Supplier.
19. Should any defects be discovered in the supplied goods, CHC shall be entitled to withhold the payment for the Supply until the defects are removed or until the procedures specified in the GTS or applicable law have been exhausted. In this regard, the Parties agree that the receipt of the Supply by CHC shall not operate as the acceptance of the Supply item without reservations and the performance of the Agreement.
20. Should any defects be discovered or detected, CHC may demand that such goods be repaired or replaced with new goods free from defects - at the CHC's discretion. The Supplier shall be obliged to satisfy the CHC's claim within 14 days from the date of receipt of such a demand. Should the Supplier fail to comply with the aforementioned time-limit, CHC shall be entitled to withdraw from this Agreement for reasons attributable to the Supplier.
21. The Supplier provides CHC with a three-year warranty and guarantee for the supplied Goods in accordance with their specification, however, at the time of Supply the Goods may not be less than 90% of their expiry date.

**GENERAL TERMS OF SUPPLY OF GOODS TO
CURTIS HEALTH CAPS Sp. z o.o. with its seat in Wysogotowo**

01.05.2020

22. The guarantee or warranty shall be extended by the period from the date of reporting the defects in the goods comprising the Supply to the date of remedying the same. If defective goods are replaced with items free from defects, the warranty or guarantee shall start anew.
23. Should the Supplier be in delay in respect of the date of Supply of goods or the respective lots thereof, CHC shall be entitled to claim contractual penalty from the Supplier in the amount of 1% of the gross value of the remuneration for the entire Order, per each commenced day of delay. Notwithstanding the foregoing, should the Supplier be in delay with the date of Supply of goods or the respective lots thereof exceeding 14 days, CHC shall be entitled to withdraw from this Agreement for reasons attributable to the Supplier.
24. In the event of withdrawal hereof by the Supplier for reasons attributable to the Supplier, the Supplier shall be obligated to pay CHC contractual penalty in the amount equivalent to the value of unrealized Order.
25. The provisions contained in clause 23 shall apply accordingly in the event of the Supplier's failure to meet the deadlines set forth in the Agreement to replace the supplied goods with goods free from defects.
26. Charging of contractual penalty shall not limit nor exclude other CHC's rights under this Agreement and the applicable law. In particular, stipulation of contractual penalty in favor of CHC shall not exclude nor limit the CHC's right to claim compensation for the damage in full, if the amount exceeds the amount of stipulated contractual penalty.
27. Shortages are not accepted. CHC shall be entitled to withdraw from the Agreement (order) for reasons attributable to the Supplier. In such case, the Supplier shall be obliged to pay CHC contractual penalty equal to twice the difference between the Order value and the value of actual Supply.
28. In the case of non-compliance of the Order with actual Supply involving a surplus in the actual Supply in excess of the quantities specified in the Order, exceeding: 5% or the value of PLN 1,000.00 (surplus value is estimated according to financial ratios of the Order) - whichever is lower, CHC may refuse to accept such a surplus. The value of the surplus accepted by CHC shall be determined according to indicators defined in the Order.
29. Any contractual penalty and compensation payable to CHC shall be paid by the Supplier within 14 days from the date of written notice issued by CHC or entities authorized to act on behalf of CHC.
30. The Supplier undertakes to keep secret all materials, documents and information, in particular technical, technological, commercial and organizational, received or obtained, intentionally or accidentally from CHC in oral, written or electronic form ("**Information**") including information obtained upon the conclusion of the Agreement, irrespective of the fact whether such Information has been marked as confidential by the CHC. The Supplier's obligation to maintain the confidentiality of Information includes in particular the prohibition to make it available to third parties except persons acting on behalf of and for the Supplier, authorized by the Supplier to obtain such Information and approved by CHC.
31. The Supplier, at CHC's written request, is obliged to promptly hand over all Information in its possession (preserved in written or in electronic format). In the case if such a request comes from an authorized body (pursuant to mandatory provisions of law), the Supplier shall immediately notify CHC of such request (possibly before providing Information to an authorized body), unless this would be contrary to mandatory provisions of law.
32. The Supplier is obliged to maintain the confidentiality of Information pursuant to the provisions set out in the GTS also during the period of 3 years after the end of the Agreement. For each case of violation of the provisions of this article, the Supplier shall pay CHC a compensation - under the general rules laid down in the Polish Civil Code - in the amount corresponding to the damage suffered by CHC.
33. Should any provision of the Agreement or GTS be found invalid or voidable, it shall not affect the enforceability and validity of the remaining provisions of this Agreement, and the Parties shall take all permissible measures to ensure that they achieve the agreed objective of this Agreement, including the replacement of such invalid provisions hereof with valid and enforceable provisions as close as possible in terms of the content and effect.
34. The law applicable to the GTS and the Agreement is the law of the Republic of Poland. All disputes related to the GTS and the Agreement shall be resolved by the court having jurisdiction over CHC's seat.
35. GTS enter into force from 01/05/2020 and apply to Supplies ordered by CHC from that day.
36. CHC has the right to amend these GTS at any time. CHC shall notify the Supplier on the amendments to GTS at least 7 days in advance.
37. Polish language shall be the binding in respect of these GTS. All translations made available by CHC to different languages, including English one, shall have only auxiliary character and any discrepancies between such versions and Polish language version they shall not affect the interpretation of GTS.