General terms and sale conditions of the company

CF Plus Chemicals s.r.o.

Company address: Křižíkova 2697/70, 612 00 Brno-Královo Pole, Czech Republic

Identification number: 02970228

Tax Identification Number: CZ02970228

Registered in Business Register at the District Court of Brno, Part C, Insert 83155

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1. Basic provisions and term definitions

These General Terms and Sales Conditions (further termed as „**terms**“) of the limited company CF Plus Chemicals s.r.o., with address at Křižíkova 2697/70, 612 00 Brno-Královo Pole, Czech Republic, identification Number: 02970228, tax Identification Number CZ02970228, registered in business register at the District Court of Brno, part C, insert 83155 (further termed as „**vendor**“) regulate according to the provisions of § 1751, paragraph 1 of the law 89/2012 Coll., Czech Civil Code (further termed as „**Civil Code**“) the mutual rights and obligations of the contracting parties arising from the purchase contract (further termed as „**purchase contract**“) made between the vendor and a natural or legal person (further termed as „**buyer**“). The subject matter is the supply of goods/services to the buyer, i.e. chemicals, mixtures thereof and school didactic kits supporting education in chemistry, or providing consulting service in chemistry.

If the contracting parties make an agreement differing from these terms, then this additional agreement shall prevail.

“**Buyer**” is a natural or legal person bound by the purchase contract made between him and the vendor. Buyer can be only a natural or legal person with assigned identification number.

“**Recipient**” is a natural or legal person entitled by the buyer to accept the subject of the purchase contract.

“User” is understood as a person entitled by the buyer to use the subject of the purchase contract.

Printed letter or communication per email is considered a “**written form**” of communication.

2. Qualification requirements for buyer, recipient(s) and user(s)

By making a purchase contract, the buyer commits that the chemical product(s)/services acquired from company CF Plus Chemicals s.r.o. (vendor) will be used solely for laboratory purposes and unless stated otherwise, they cannot be used for other purposes.

By making a purchase contract, the buyer declares and confirms that:

- he, as well as the recipient(s) and user(s) are familiar with general safety guidelines concerning the safe handling of chemicals
- the subject of purchase contract will be used only for legal purposes
- the buyer will not sell or pass the subject of the purchase contract to third persons, unless defined otherwise
- the subject of the purchase contract will not be used to manufacture narcotics or psychotropic substances
- the user(s) will commit to good laboratory practice guidelines

The sale of chemical substances and mixtures thereof classified as highly toxic according to the § 44, a,b of the Law 25/2000 Coll. of the Czech Health Code, resp. § 47 of the law 356/2003 Coll. of the Czech Chemical Substance and Chemical Agents Code is allowed only for buyers having the relevant license

to handle highly toxic substances. The vendor is entitled to require the buyer to provide the evidence of such a license.

3. Enquiry/quotation process and ordering goods/services

The prices of the products listed in the Internet catalogue of the company CF Plus Chemicals s.r.o. (www.cfplus.cz and subsidiary divisions www.chemieasvetlo.cz, www.chemiaasvetlo.sk, www.chemistryandlight.eu and www.chemieundlicht.de) are only of informative character and the vendor is not obliged to make a purchase contract regarding these goods. Only a price offer issued by the vendor in writing is binding.

In case of a non-binding enquiry, especially for bulk quantitites, the prices of the goods can be modified. If the product is listed in the vendor´s catalogue, the buyer must specify in this non-binding enquiry the following pieces of information: the catalogue number of the product, products´s chemical name, desired quantity and preferred delivery date.

In case of a non-binding enquiry of a product not listed in the vendor´s catalogue, this is classified as a non-binding enquiry for a custom synthesis. In such a case the buyer will specify the CAS number of the desired compound (if available), its chemicals structure, chemical name, desired purity, quantity and preferred delivery date.

The vendor commits to send the buyer the respective quotations in written form within 14 days from receiving the enquiry.

An order is placed by the buyer in written form to the email address found on the Internet page of the vendor or in printed form to the post address of the vendor. The order of goods listed in the vendor´s catalogue must contain information about the catalogue number, chemical structure and name, desired quantity and preferred delivery date. Furthermore, it must contain the identification and contact data of the buyer, especially the delivery address, the address of the buyer, name of the company, identification number of the company, VAT number of the company, fax and email address.

The order for a custom synthesis is placed in written form to the email address found on the Internet page of the vendor or in printed form to the post address of the vendor and contains the information about the chemical structure of the desired compound, its chemical name, CAS number (if available), desired quantity, purity and preferred date of delivery.

The vendor is committed to inform the buyer in written form within 14 days whether he accepts the order. If the order is accepted by the vendor, it becomes a mandatory contractual obligation.

4. Delivery and lead time, cancelling the delivery

The delivery in not included in the vendor´s catalogue prices, unless stated otherwise. The expected manufacture lead time and delivery lead time are of indicative character and not contractually binding, unless stated otherwise. A delay in manufacture and/or delivery of the subject of the purchase contract does not entitle the buyer to cancel the order nor do they entitle the buyer for a compensation, unless stated otherwise. The lead time stated in the quotation is an approximation based on the expected lead manufacture time. The vendor commits to immediately inform the buyer about eventual delays.

Unless stated otherwise, the vendor can deliver the subject of the purchase contract in one batch or in several batches. Should the vendor be unable to deliver the subject of the purchase contract due to an unexpected event ("force majeure") preventing the manufacture, sending or delivery of the subject of the purchase contract, or owing to an unexpected rise in price of starting materials necessary for the production or the shortage of such materials on the market, he is not obliged to keep his obligations resulting from the purchase contract.

After the order has been accepted, any further changes of the order or its cancellation must be consulted with the vendor.

In case of cancelling the order, the vendor is entitled to charge the buyer a cancellation fee of up to 50% of the price of the subject of the purchase contract in order to cover the effectively incurred expenses regarding the cancelled part of the order.

5. Price and payment conditions

The prices listed in the internet catalogue of the vendor are in CZK and EURO currency without VAT and are of indicative character. The VAT will be added to the price according to the relevant regulations. The price includes a standard packaging. In case a special non-standard packaging is required, the packaging fee will be added to the price. The prices stated in the order or quote prevail over the prices in the catalogue.

Any additional taxes, customs duties or tariffs will be supported by the buyer.

The costs of delivery of the subject of the purchase contract are not included in the catalogue price and will be charged, either included in the end invoice for the subject of the purchase contract or by the transport company sending separate invoice to the buyer. The payment form for the delivery will be decided by an agreement between the vendor and the buyer.

The order shall be paid within the first twenty days following billing date. The payment is realized by wire transfer to the bank account of the vendor according to the information indicated in the invoice.

In case of delayed payment, the vendor is entitled to require the buyer to pay penalties of 0,1% of the amount in debt including VAT for each day of delay in payment of the invoice until the full payment of the invoice.

Should the financial or geopolitical situation of the buyer justify it, the vendor can take into consideration alteration of payment conditions and for special conditions of payment, i.e. payment of a deposit, payment in advance or payment in cash on invoice upon delivery of the subject of the purchase contract.

Should the buyer not fulfill the above mentioned conditions of payment, the vendor reserves the right to ask for payment of all monies due and/or cancel outstanding orders and/or withhold subsequent deliveries or services until full payment of the outstanding amount.

The subject of the purchase contract remains in sole ownership of the vendor until full transfer of the invoiced sum of money. The buyer is committed to handle the subject of the purchase contract until full payment with due managerial care.

The buyer is not entitled to transfer his obligations to the vendor onto a third person without vendor´s permission in written form. The liability for any eventual damage of the subject of the purchase contract is transferred to the buyer starting from the date of delivery to the recipient onwards.

In rare justified cases, the vendor may repossess the subject of the purchase contract until full payment of the invoiced sum of money. The costs associated with the repossession by the vendor will be supported by the buyer. The vendor may take legal action in connection with the repossession of the subject of the purchase contract.

6. Product quality

The products manufactured/offered by the vendor will be analyzed in vendor´s laboratories or in analytical laboratories contracted by the vendor. An appended $^{1}H/^{19}F$ NMR spectrum of the product with the lot number is an integral part of the delivery. The vendor commits to deliver the subject of the purchase contract in a purity defined in the order. The purity stated in the catalogue/order refers to weight fraction of the product compound in a sample expressed in per cent (w/w)*100.

In case of school didactic kits supporting chemical education, individual components are subjected to functional testing.

The vendor is not liable for any damage resulting from the use of the subject of the purchase contract.

7. Intellectual property, its protection and confidentiality

The vendor commits to maintain absolute confidentiality regarding the information mentioned in the communication with the buyer in any form or information regarding the business communication.

Techniques, technologies, methods, manufacturing and processing procedures which might have been developed in connection with delivery of the subject of the purchase contract remain in the sole vendor´s ownership, unless stated otherwise. The subjects of the purchase contract may be manufactured/covered using valid patents. It is the buyer´s responsibility to determine whether such patents apply.

8. Product shipping and packaging

The vendor commits to pack the subject of the purchase contract in a way that conforms to the relevant shipping guidelines/laws for the country of departure, transit country(ies) and destination country. The vendor commits to pack the products which undergo decomposition at room temperature in cooled containers with a cooling capacity sufficient for safe delivery of the goods keeping the required temperature regime, for example in a container with solid carbon dioxide (dry ice). The vendor will inform both the buyer as well as the transport company about the use of solid carbon dioxide as a coolant.

The vendor commits that the packaging of the subject of the purchase contract as well as the order will contain guidelines for the proper storage.

The vendor is not liable for the eventual damage and/or degradation of the subject of the purchase contract due to poor shipping conditions. We recommend our customers to check the compliance with the order and if the subject of the purchase contract is fit for purpose at delivery. In case of damage and/or degradation of the subject of the purchase contract, the buyer shall inform the vendor within ten days in written form, and send the vendor the scanned copy of the delivery note and the delivery form of the external transport company.

9. Claims and returns

Should the subject of the purchase contract not fulfill the specifications described in the order, the buyer can send the vendor a claim in written form with a detailed description of any defects or faults within ten days from delivery. Claims for subjects of the purchase contract which have not been stored in accordance with the storage guidelines or whose shelf-life was exceeded, are invalid. The subject of the purchase contract in claim may be sent back to vendor only in the original packaging.

If the claim is recognized as valid, the vendor commits to provide the buyer with an adequate replacement (product of suitable purity or suitable substitute product), or cancelling the purchase contract and refunding the invoiced sum of money. The vendor commits to inform the buyer about the results of the claim in written form usually within one week after receiving the returned subject of the purchase contract.

If the vendor recognizes the claim as valid, he commits to cover the efficiently incurred costs of the transport of the subject of the purchase contract back to the vendor.

10. Safety and responsibility

The subject(s) of the purchase contract made between the buyer and the vendor are chemical substances and as such they need to be handled by skilled personal. Every subject of the purchase contract supplied by the vendor is intended only for research and/or educational purposes. As mentioned above, it is the sole responsibility of the buyer to make sure that all persons coming into contact with the subject of the purchase contract are well informed about the potential risks and dangers of using it.

11. General and final provisions

If a competent national authority finds any part of these terms as invalid, the rest of the provisions of these terms remain valid and untouched. The rights and obligations of the buyer and vendor are governed by the Laws of Czech Republic.

The vendor and buyer agree that Czech courts shall have the jurisdiction for the hearing of any dispute between them.

These terms come into force starting from 24th August 2018.

Brno, 24.8. 2018

Dr. Václav Matoušek

CEO of CF Plus Chemicals s.r.o.