

GLOBULINKS GENERAL TERMS AND CONDITIONS OF SALE OF GOODS

I. DEFINITIONS

In these Conditions:

1.1. „**Globulinks**“ means Globulinks Hungary Ltd. (web address <https://globulinks.com/en/company-central-europe>) company referred to in a written offer or Sales Order Confirmation and if none, Globulinks Hungary Ltd, registered in Hungary, 01-09-293327, tax code:HU25864805, registered address at 1118. Budapest, Rétköz utca 5.

1.2. “**Buyer**” means any person or persons, company or companies, organisation or organisations, authority or authorities who shall order or buy the Goods from Globulinks.

1.3. “**Business Day**” means Monday to Friday between 8am to 6pm CET except legal holidays in Hungary.

1.4. “**Contract**” means any specific contract for the sale and supply of the Goods by Globulinks to the Buyer.

1.5. “**Goods**” means any Goods or materials supplied or sold by Globulinks as specified in the Sales Order Confirmation.

1.6. “**Incoterms**” means Incoterms 2020 as published by the International Chamber of Commerce in 2020 or such other edition in force as the date when the Contract is made.

1.7. “**Offer**” means a proposal by Globulinks of the conditions of the sale of the Goods like amount, price, payment conditions, delivery and validity of the Offer. After expiry of the validity without placing an Order by the Buyer, a new Offer shall be requested and presented. In case the Buyer asks any changes to the Offer in the Order that would not create a binding contract, however is shall be deemed as a new Offer.

1.8. “**Order**” means a purchase order placed for the Goods by the Buyer with Globulinks. It is not necessary for a written Order to bear a handwritten or qualified signature of representative or a person authorized by the Buyer, it is sufficient that the Order comes from an e-mail of the Buyer and (i) the place of delivery to be the warehouse or business address of the Buyer and/or (ii) the Goods to be handed over to a representative of the Buyer or a person authorised by the Buyer.

1.9. “**Sales Order Confirmation** ” means acknowledgement of a Buyer’s Order by Globulinks in a written document entitled Sales Order Confirmation generated by Globulinks and (i) sent by post or e-mail to the Buyer or (ii) delivered to a representative of the Buyer or a person authorised by the Buyer.

1.10. “**REACH**” means EU regulation 1907/2006 on the Registration, Evaluation, Authorisation and Restriction of Chemicals.

1.11. “**Time of delivery**” means the time when the Goods leave Globulinks’ possession depending on the delivery conditions (Incoterms) set forth in the Sales Order Confirmation.

1.12. In this document the use of the plural shall include the singular and the use of the singular shall include the plural.

II.APPLICABILITY

2.1. Unless otherwise agreed in writing by Globulinks, these General Terms and Conditions shall be incorporated and apply as of today to all Contracts entered between Globulinks and the Buyer.

2.2. The terms and conditions of the Buyer shall not be applicable to Globulinks. The Buyer agrees that no action taken by Globulinks shall be interpreted as accepting any contractual term proposed by the Buyer unless it is accepted in writing.

2.3. A Contract shall be considered concluded at the moment a Sales Order Confirmation is delivered to the Buyer. In case the Sales Order Confirmation is (i) sent by email the email shall be deemed as delivered after 48 hours from sending (ii) handed over it shall be deemed as delivered in time of handover.

2.4. An Offer made by Globulinks shall be binding until the expiry of the term set in the Offer. If no term is set in the offer, it shall be valid until the end of the business day when it was sent in writing or by e-mail to the Buyer. The Buyer shall not provide to third parties any offer made by Globulinks. Any oral agreements between the Buyer and Globulinks's employees regarding the sale of Goods, shall become valid only upon their proper written confirmation by Globulinks.

2.5. Globulinks shall be entitled to rely in all respects and in any case on the contents of the Sales Order Confirmation regarding the type and quantity of Goods to be supplied. In case the Goods are not properly described in the Sales Order Confirmation, it is the Buyer's obligation to notify Globulinks promptly after receipt of the Sales Order Confirmation but not later than the end of the business day on which the Buyer received the Sales Order Confirmation.

2.6. If there are any differences between a quotation given by Globulinks and a Sales Order Confirmation, the latter shall prevail.

III. DELIVERY

3.1. The Buyer has no right to cancel his Order after a Sales Order Confirmation has been sent by Globulinks.

3.2 Globulinks shall be entitled to deliver in installments.

3.3 Any failure or delay in respect of any partial delivery of the Goods or the discovery of defects in any of the Goods so delivered shall not entitle the Buyer to cancel the remainder of the Contract and shall not relieve the Buyer from its obligations under the remainder of the Contract or another legal relationship with Globulinks.

3.4 The Buyer shall not be entitled to reject the Goods if Globulinks delivers up to and including 5% more or less than the quantity of the Goods ordered, as confirmed by the Sales Order Confirmation.

3.5. Unless other delivery terms are confirmed by the Sales Order Confirmation, the delivery shall be performed according to the INCOTERMS conditions specified in the Sales Order Confirmation.

3.6. The handing over of the Goods to the Buyer shall be verified by a delivery note, a warehouse receipt, Bill of Lading and/or CMR or another written document serving as shipment receipt, signed by representatives on behalf of both parties. In case the Goods are handed over to a courier, carrier or shipping agency for delivery to the Buyer, the delivery shall be certified by the relevant transportation document.

3.7. The risk of accidental loss or damage of the Goods, as well as the risk of any expenses that might arise in relation to the Goods, including expenses for their storage, shall be transferred from Globulinks to the Buyer upon handing over the Goods.

3.8. The Buyer undertakes to render any support to Globulinks in relation to the delivery, as well as to inform the latter in due time for any circumstances that may impede the delivery. The Buyer undertakes to unload the Goods immediately after their arrival with due care and taking into account the instructions provided.

3.9. If the Buyer does not fulfill his obligation to accept delivery when tendered and/or in case of the Buyer's unfounded refusal to accept the Goods, the Buyer shall not be released from its obligation to pay for the Goods. The Buyer shall be considered in default and Globulinks shall have the right to claim all direct and immediate damages resulting from the delay by the Buyer, including but not limited to the cost of returning the Goods to Globulinks' premises, storing the Goods and redelivering them. In case the delay to accept delivery lasts more than 48 (fourty eight) hours, Globulinks shall be entitled to terminate the contract and after termination to sell the Goods to a third party. If Globulinks has sold the Goods to a third party, Globulinks shall have no obligation to deliver the Goods to the Buyer. In this case, Globulinks shall reimburses the amount paid by the Buyer, reduced by all direct and immediate damages that Globulinks has incurred as a result of the Buyer's delay in acceptance of the Goods.

3.10. Globulinks has no obligation to insure the Goods, including to arrange any transportation insurance, except when such obligations are explicitly agreed in the Sales Order Confirmation.

3.11. The Buyer shall have no right to refuse payment for Goods the Buyer has accepted by offering to return them to Globulinks, except for the provisions of art 5.3.

3.12. The ownership on the Goods shall pass to the Buyer upon the full payment of the due amounts.

3.13. The Goods shall be delivered with quality and packaging in accordance with the product specification provided by Globulinks. Globulinks shall not be obliged to undertake any tests not relating to the specification, including but not limited to any contaminants not included in the specification. Globulinks shall not be responsible for any claims related to the use of products provided by third parties and only resoled by Globulinks - as Globulinks transfers the products in their original packaging and never modifies the products - unless they are attributable to its own reprehensible conduct. **Globulinks draws the attention of Buyers to the fact that if they have purchased a product containing herbal active ingredients, they should pay extra attention to the inspection in view of the fact that they may come from a source outside the EU that is not inspected according to EU standards.**

3.14. The use, treatment and processing of the Goods by the Buyer shall be done at the risk of the latter. Globulinks shall bear no responsibility neither for the compliance of the delivered Goods with the purposes for which the Buyer intends to use them, nor for their compliance with legal requirements. It is the Buyer's obligation to check the compliance of the Goods with their intended use, and whether their import, use and sale corresponds with the legal requirements of the jurisdiction of their designation. Globulinks shall bear no responsibility for any damages of whatever character, which might arise as a consequence of processing, treatment or use of the Goods or their non-compliance with the legal requirements with regard to the import, export, use, etc. The Buyer undertakes to reimburse Globulinks for any claims, requests, acts, legal disputes, cases, etc. related to any damages of whatever character, arising as a consequence of processing, treatment or use of the Goods or their non-compliance with the legal requirements for import, export, use, etc.

3.15. The Goods offered by Globulinks have the health and safety attributes described in material safety data sheets, product specifications and/or other documents supplied by or on behalf of Globulinks. Globulinks shall bear no responsibility for the Buyer's use of the Goods in compliance with the applicable health and safety requirements and environmental norms, including requirements for obtaining and maintaining permits for use of the Goods, if applicable.

3.16. Where Globulinks agrees or states a specified delivery date, Globulinks shall use reasonable endeavours to deliver on or before the relevant date, but it shall be under no obligation to do so.

3.17. Globulinks shall not be liable in respect of any loss incurred by the Buyer arising from any delay in delivery of the Goods or performance of any services unless the Buyer has indicated a special circumstance due to which it is in her best interest to receive the Goods on time, or in the case of a delay of a specified time, delivery is no longer in her interest.

3.18. In case of delay in the delivery by Globulinks, which is caused by a force majeure event (force beyond its control, unforeseen event or any other circumstances which has extraordinary or unforeseen or unavoidable character) or by other circumstances out of Globulinks' control, including obstacles or difficulties in the operation of sub-suppliers, of the production or transportation sector, etc., the Buyer shall have no right to revoke the Order or refuse the acceptance of the delivery due to the fact that the delivery is delayed. If, due to the above circumstances, the delivery is delayed by more than 3 (three) months after the delivery date stated in the Sales Order Confirmation, each of the parties (Globulinks or the Buyer) shall have the right to cancel the Contract.

IV. PRICES AND PAYMENTS

4.1. The Buyer shall pay to Globulinks the price of the Goods within the term and at the prices agreed in writing by Globulinks or indicated in the Sales Order Confirmation.

4.2. Unless otherwise expressly stated, the prices given by Globulinks are exclusive of VAT, which Globulinks shall add at the appropriate rate according to the rules of origin of Globulinks.

4.3. Any unforeseen increase in expenses related to the fulfillment of the Contract, which has arisen after the conclusion of the Contract, including transportation costs, customs fees, taxes and other official charges, shall be for the account of the Buyer. Globulinks shall inform the Buyer in writing related to the increase of expenses when they have arisen.

4.4. If Globulinks has not stated in writing to a specific payment term, the Buyer shall pay according to the conditions specified in the Sales Order Confirmation and in the Invoice.

4.5. Notwithstanding the provisions of art. 4.1, Globulinks retains the right at its sole discretion to require payment for the Goods at any time before delivery or to change any credit line given from time to time by Globulinks to the Buyer.

4.6. Any payment from the Buyer to Globulinks in relation to a specific Order of Goods shall be used to cover first the costs for delivery, then the statutory interest rate and lastly -the principal amount. In case no grounds for payment are provided by the Buyer, the payment shall be used to cover the obligations to Globulinks in the order of their occurrence.

4.7. In case of transactions with foreign currency, the Buyer shall pay at the exchange rate valid as of the date of issuance of the invoice, determined by Kereskedelmi és Hitelbank Zrt. .

V. DEFECTS

5.1. Upon delivery, the Buyer shall inspect the goods and shall give notice in writing to Globulinks and the carrier of any claims for any shortage and any visible defects or damage of the Goods within 24 (twenty four) hours after the Time of Delivery of the Goods. If the Buyer fails to do so or makes use of the Goods after giving such notice, it shall be considered that the Goods have been accepted by the Buyer without any claim.

5.2. In the case of a valid claim, notified as per art 5.1. above, for defect, loss or damage or non-delivery Parties shall mutually agree if Globulinks shall: (i) replace the defective or damaged Goods, (ii) deliver the missing or lost Goods, (iii) reimburse the Buyer or (iv) make a discount on the price of the Goods. In the absence of an agreement after 90 days, the provisions of specified legislation shall prevail.

5.3. Any claims for defects that cannot be discovered during an ordinary inspection (“hidden defects”), shall be made in writing immediately after their discovery, **but not later than 2 (two) weeks after the acceptance of the Goods**. If the Buyer does not submit a written claim for hidden defects within the stipulated period, the Buyer shall be deemed to have accepted the Goods.

5.4. Globulinks shall bear no responsibility for defects under item 5.1 and/or 5.3, in case the defects are of such nature, that can be removed by the Buyer without any considerable efforts.

5.5. Claims shall not be admitted if the Goods have been put into use or moved from the agreed place of delivery, unless sealed samples have been taken for quality control by an independent third party. When the samples are taken, each party is entitled to send its representative.

5.6. The parties shall sign a protocol of findings related to the alleged defect and in case of contradictions as to its content the parties shall engage an independent expert/or a group of experts. The costs for the expert / expert committee shall be paid by the Buyer.

VI. LIABILITY

6.1. Globulinks' liability shall be limited only to compensation for damages resulting from a material breach of its contractual obligation caused deliberately or by of gross negligence. The parties agree that Globulinks' total liability for damages may not exceed 100% of the total net fee paid to it on the basis of the Order. **The parties agree that the limitation period for issuing claims against each other is 1 (one) calendar year from the date of execution of the contract.**

6.2. The liability of Globulinks shall be limited only to compensation of the direct and immediate damages, which could have been predicted when the obligation was undertaken.

6.3. Globulinks shall not be liable for the failures of couriers, carriers or shipping agencies or their sub-contractor, notwithstanding whether these have been hired by Globulinks.

6.4. Globulinks shall not be liable for damage and deviations from the quality of the Goods caused by improper storage or handling by the Buyer.

6.5. In the case of delay of payment, the Buyer shall owe compensation equal to the statutory interest on the value of the unpaid obligations for the specific delivery. The above shall not deprive Globulinks of the right to claim for damages incurred, exceeding the amount of the statutory interest and if the Goods have not yet been used by the Buyer, return the existing goods and reduce its claim by its value, and enforce the costs of the return delivery.

6.6. In case the Buyer must pre-pay the Order and the Buyer has delayed the whole or part of the payment due, in addition to the other rights it might have pursuant to these General Terms and Conditions and the law, Globulinks might refuse to make the delivery and such refusal shall not be considered as a contractual breach. Globulinks shall resume planning of the delivery only after receipt of the full amount due, as well as compensation for the costs incurred as a result of the Buyer's delay. In such a case new delivery date shall be agreed.

6.7. Globulinks has the right to refuse fulfillment of the remainder of the Contract or of subsequent orders if an invoice is overdue or there are circumstances that put in doubt the solvency of the Buyer or the Buyer's ability to continue to do business. In such cases, Globulinks shall have the right, at its discretion and with immediate effect, to : (i) terminate the Contract with the Buyer; and/or (ii) declare the maturity of the entire debt of the Buyer with immediate effect, and/or (iii) terminate by way of a written notice with immediate effect any preferential terms and conditions in favor of the Buyer, if such have been agreed, including commercial discounts, deferred payment terms, and/or (iv) to reject all or part of the deliveries to the Buyer related to the respective Contract or under any other contracts with the Buyer.

6.8. The Buyer accepts that Globulinks is solely responsible for damage resulting from errors attributable to it, however, it is not responsible for any pecuniary or non-pecuniary damage to the Buyer or third parties resulting from inadequate control or any indirect, consequential damage and lost profits, or any possible decrease in reputation whether it was reasonably foreseeable or not, except for damages caused by it intentionally or criminally. The Parties agree that the Buyer, as the end user, has the duty and responsibility to check all the products in his possession and to take the necessary measures to prevent their incorrect use.

VII. OTHER PROVISIONS

7.1. In case of termination of the Contract pursuant to these General Terms and Conditions the termination shall have an effect ex nunc and shall not affect the Goods, which have been accepted by the Buyer before the date of receipt of the termination notice.

7.2. Upon termination of the Contract due to a breach by the Buyer, within 3 days as of the date of termination the Buyer shall be obliged to pay in full all Orders confirmed by a Sales Order Confirmation and to pay all amounts due for deliveries already made.

7.3. Globulinks waives its rights only with a duly signed written document, explicitly stating the right(s) waived by Globulinks.

7.4. In the event that certain conditions of the General Terms and Conditions become fully or partially invalid, their invalidity shall not affect the validity of the other conditions or their applicability. The parties will renegotiate, in good faith, the terms of each invalid clause, and in case of failure to reach an agreement, it will be replaced by operation of law with the relevant mandatory legal rule.

7.5. Any disputes shall be referred to the generically competent court in Hungary.

7.6. Hungarian law shall be applied to any matters not settled by these General Terms and Conditions.

7.7. This Agreement and the issues not provided for herein shall be governed by the legal regulations of Hungary in effect, in particular, the Civil Code. Unless explicitly agreed otherwise in the accepted order, the United Nations Convention on Contracts for the International Sale of Goods (CISG) is expressly and entirely excluded.

Budapest, February 26, 2024

Globulinks Hungary Kft.