

## GEORGANICS Ltd.

Koreničova 1, 811 03 Bratislava  
Slovak Republic  
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www.georganics.sk  
email: georganics@georganics.sk

Please read these Terms carefully and make sure that You understand them, before ordering any Goods from our Site. Please note that by ordering any of our Goods, You agree to be bound by these Terms and any other documents expressly referred to in it.

These Terms were most recently updated on 24th of August 2023.

### **Terms & Conditions for purchasing, Georganics s.r.o., Slovak Republic**

#### **1. Orders Subject to Acceptance**

All orders are subject to approval and acceptance in writing by Georganics s.r.o., having its registered office at Koreničova 1, 811 03 Bratislava, Slovakia, ID No (ICO): 35920971, registered in the Commercial Register maintained by the District Court Bratislava I., Section Sro, insert No. 34912/B ("Seller").

#### **2. Entire Agreement**

Acceptance of orders is based on and subject to the express condition that any person or legal entity that buys any products of Georganics s.r.o. ("Buyer") agrees to all provisions of the terms and conditions contained herein (the "Terms and Conditions"). Acceptance of delivery by Buyer shall constitute Buyer's assent to the Terms and Conditions. The Terms and Conditions, together with the terms on the written confirmation of order issued by Seller (whether in hard copy or in electronic format) (the "Order Confirmation"), represent the complete agreement (the "Agreement") between Seller and Buyer (collectively the "Parties"), and no terms or conditions in any way adding to, modifying or otherwise changing the provisions stated herein, including by custom, usage of trade or course of dealing or performance, shall be binding upon Seller unless made in writing and signed and approved by an authorized representative of Seller. No modification of any of these terms shall be affected by Seller's shipment of goods following receipt of Buyer's purchase order, shipping request or similar forms containing terms and conditions conflicting or inconsistent with the terms herein. Seller does not provide any change control notifications unless otherwise agreed upon.

#### **3. Products and Prices**

The goods sold hereunder are products of Georganics s.r.o. (the "Products"). The relevant prices for the Products are the prices quoted in the Order Confirmation (the "Prices"). The Prices quoted elsewhere such as in advertisements, mailings, catalogs etc. are non-committal and non-binding. Except as provided in Seller's quotation, all Prices are subject to adjustment, without notice, to Seller's prices in effect at the time of shipment. The Prices are quoted net FCA Bratislava, Slovak Republic (INCOTERMS 2010) and do not include V.A.T. or other taxes (see paragraph 8), insurance fees, freight costs, custom duties (including custom duties for materials of non-preferential origin based on the rules of the FTA of the European Community), costs for customized packaging or other shipping related costs unless stated otherwise in writing. Any increase in transportation rates or any changes in routing resulting in an increase in transportation costs shall be paid and borne by Buyer.

#### **4. Discount**

Discount, if any is indicated, shall apply only on the amount of the Prices net of any deductions, including, but not limited to, any deductions for any transportation charges and taxes thereon, unless otherwise specified, and shall be allowed only if taken within the time stated, and provided there are no past due items.

#### **5. Payments**

All amounts due shall be paid net of any set-off and counterclaims in the currency of the quoted Price, within thirty (30) days after the Products are invoiced unless otherwise agreed. A late payment interest of the lesser of one point five percent (1,5%) per month or the maximum permissible rate shall be added to all past due. The Seller may set-off any amounts owed by the Seller against any or all other amounts owed (whether or not due, matured, contingent or invoiced or time-barred and irrespective of the currency or place of payment) by the Buyer.

#### **6. Delivery**

All orders for Products with lead-times are subject to the successful production of such Products and Seller reserves the right to cancel such orders. Seller and Buyer hereby acknowledge that time is not of the essence under this Agreement and any delivery deadlines and/or schedule are approximate and nonbinding. Failure by Seller to meet any delivery deadline and/or schedule does not represent a material breach of Agreement and thus does not constitute a cause for cancellation and / or for damages of any nature. Seller is authorized to make partial deliveries. All delivery obligations of Seller are subject to "while stocks last"; therefore, Seller is entitled to cancel or withdraw from this Agreement when available stock has run out.

#### **7. Force Majeure**

Seller shall not be liable for delays in shipment or default in delivery for any cause beyond Seller's reasonable control including, but not limited to, (a) government action, war, riots, civil commotion, acts of terrorism, embargoes or martial laws, (b) Seller's inability to obtain necessary products or materials from its usual sources of supply, (c) shortage of labor, raw material, production or transportation facilities or other delays in transit, (d) labor difficulty involving employees of Seller or others, (e) fire, flood or other casualty, or (f) other contingencies of manufacture or shipment. In the event of any delay in Seller's performance due in whole or in part to any cause beyond Seller's reasonable control, Seller shall have such additional time for performance as may be reasonably necessary under the circumstances. Acceptance by Buyer of any Products shall constitute a waiver by Buyer of any claim for damages on account of any delay in delivery of such Products.

#### **8. Taxes**

All taxes and excises of any nature whatsoever, now or hereafter, levied by governmental authority, whether local or foreign, either directly or indirectly, upon the sale or transportation of any Products covered hereby, shall be paid and borne by Buyer.

#### **9. Title / Risk of Loss**

Unless otherwise stated in the Order Confirmation, this is an FCA Bratislava, Slovak Republic (INCOTERMS 2010) contract. Delivery of the Products to carrier shall be deemed delivery to Buyer, and thereupon title to such Products and risk of loss or damage shall be Buyer's. Any claim by Buyer against Seller for shortage or damage occurring prior to such delivery must be made in writing within twenty-four (24) hours after receipt of shipment and accompanied by original transportation bill signed by carrier noting that carrier received the Products from Seller in the condition claimed. Buyer shall be deemed to have accepted the Products if Seller does not receive notice of disapproval within the specified time according to paragraph 14. Any claim by Buyer for damage occurring during shipment shall be made directly against the freight carrier, with a copy of such claim forwarded to Seller.

## **10. Returned Shipments**

Any shipments returned to Seller as a result of Buyer's unexcused delay or failure to accept delivery shall require Buyer to pay all additional costs incurred by Seller.

## **11. Warranty and Disclaimer**

Seller warrants that, at the time of sale, the Products are free from defects in workmanship and materials under normal conditions of use. Seller warrants that, at the time of sale, the Products are in accordance with Seller's published specifications agreed to by Seller in writing at the time of sale. The foregoing warranty is in lieu of and excludes all other warranties not expressly set forth herein, whether express or implied by operation of law or otherwise, including but not limited to any implied warranties of merchantability or fitness. No representative of Seller, other than executive director or any other person is authorized to assume for Seller any other liability in connection with the sale of Products. Seller's liability hereunder and Buyer's sole remedy hereunder for a breach of warranty in any case is expressly limited, at Seller's election, to replacement (in the form originally shipped) of Products not complying with this Agreement, or to the repayment of, or crediting Buyer with, an amount equal to the Price of such Products. For the avoidance of doubt, the provisions of this Agreement represent the full regulation of Seller's liability under this Agreement and provisions of §436 to 442 of Slovak Commercial Code shall not apply.

## **12. Use**

All Products are explicitly not intended to be used in foods and / or cosmetics and / or drugs and / or vaccines and / or medicinal (including veterinary) diagnostics and / or medical devices and / or consumer products of any kind unless explicitly stated otherwise.

## **13. Qualification of Buyer**

If evidence is discovered that Buyer does not possess a valid business license, does not qualify to purchase the chemical products, does not hold a legal authorization to purchase and handle chemical products or gives rise to suspicion that the Products are not intended for proper purposes, Seller reserves the right not to execute the order with no or only partial reimbursement to the unqualified Buyer. Suspicion of criminal intent in connection with material orders or inquiries may be reported to authorities. Seller does not sell to private individuals.

## **14. Notice of Claims**

Any claim by Buyer with reference to the Products for any cause shall be deemed waived by Buyer unless submitted to Seller in writing (i) in the case of damage to packaging or failure of Products to fulfill specifications of Products that are detectable by visual inspection immediately after delivery of the Products to Buyer's facility, but in no event later than twenty-four (24) hours within the time of delivery of the Products to Buyer's facility; and (ii) in the case of failure of Products to fulfill specifications of Products that are detectable only by testing of the Product, in no event later than fourteen (14) days within the date of delivery of the Products to Buyer's facility.

## **15. Limitations and Remedies**

Seller shall not be liable for loss of profit, incidental or consequential losses, damages or expenses directly or indirectly arising from the sale, handling or use of the Products or from any other cause with respect to the Products or this Agreement, whether such claim is based upon breach of contract, breach of warranty, negligence, or any other legal theory. The remedies set forth herein are exclusive.

## **16. Security**

Seller reserves the right to require payment for any shipment hereunder in advance, or satisfactory security if the financial performance or credit worthiness of Buyer is, at the sole discretion of Seller, unsatisfactory to Seller. Such security includes, but is not limited to, execution by Buyer of a promissory note, security agreement, financing statement and/or personal guaranty. If Buyer fails to make payment in accordance with the Terms and Conditions or otherwise fails to

comply with any provision of this Agreement, such failure shall represent a material breach of Agreement and shall entitle the Seller to, at its option (and in addition to any other remedies), cancel any unshipped portion of this order; in such event, Buyer shall remain liable for all unpaid accounts.

#### **17. Method of Shipment**

Seller shall use all reasonable efforts to comply with Buyer's requests as to method of shipment, but Seller reserves the right to use an alternate method of transportation or route of shipment if substantial delay might otherwise occur. In such cases Seller shall notify Buyer of such changes as soon as reasonably possible.

#### **18. Returns of Products**

Products cannot be returned, and orders once accepted cannot be cancelled, without Seller's prior written consent and a return authorization number.

#### **19. Confidentiality**

Any proposals, prints, brochures, drawings or other information furnished to Buyer by Seller are intended for confidential use by Buyer, shall remain the property of Seller and shall not be disclosed or used to the detriment of Seller's competitive position.

#### **20. Exclusions**

All of Seller's drawings, descriptive matter, weights, dimensions, descriptions and illustrations contained in the Seller's catalogues, price lists or advertisements are approximate only and intended merely to give a general idea of the Products described therein and shall not form part of this Agreement.

#### **21. Modified Products**

Because the Products offered by Seller are continually subject to research and improvement, Seller reserves the right to improve, correct and/ or further modify the specifications of the Products without notification to Buyer. Seller may, at any time, withdraw any Products from its current product offering, and Buyer further agrees to accept any substitution in fulfillment of Buyer's order.

#### **22. Waiver**

Waiver by Seller of any breach of the Terms and Conditions shall not be construed as a waiver of any other breach, and failure to exercise any right arising from any default hereunder shall not be deemed a waiver of such right which may be exercised at any subsequent time.

#### **23. Severability**

In the event that any one or more provisions of this Agreement is held invalid, illegal or unenforceable, such provision or provisions shall be severed and all remaining provisions shall remain binding and effective.

#### **24. Controlling Law**

This Agreement shall be deemed to have been executed and delivered in 811 03 Bratislava, Koreničova 1, Slovakia. Except as otherwise provided herein, this Agreement and all rights and obligations hereunder, including matters of construction, validity and performance, and all orders for Products shall be governed by the substantive law of Slovak Republic, without giving regard to its conflict of law provisions. The Parties agree to exclude application of the United Nations Convention on Contracts for the International Sale of Goods (1980) to the extent it is applicable to the Agreement. The Parties have specifically concluded this Agreement in the English language and agree that English shall be the controlling language of this Agreement and any ancillary documents.

## **25. Dispute Resolution**

In case of a dispute, the Parties shall make their best efforts to resolve such dispute amicably. Should they fail to do so, the ordinary courts at the domicile of Seller (i.e. Slovak courts) shall have the sole and exclusive jurisdiction. However, Seller reserves the right to claim against Buyer at Buyer's domicile. All disputes shall be settled in accordance with the provisions of this Agreement and the documents pertaining thereto.

## **26. Indemnification**

Buyer shall protect itself and Seller and indemnify and hold harmless Seller against and in any respect of any and all actual or threatened actions, proceedings suits, claims, judgments, costs, expenses, demands, assessments, liabilities, losses or damages (including reasonable attorney's fees) related to Buyer's actions or omissions relating to or arising from or out of this Agreement including but not limited to the nonfulfillment of any obligation of Buyer under this Agreement or any misrepresentation or omission it may have made or may hereinafter make to Seller.

## **27. Compliance with Laws**

Buyer agrees that it shall be its sole responsibility to comply with all applicable laws and regulations relating to the Products and this Agreement.

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