



**Curtis Health Caps**

**General Terms for the Manufacturing of Products  
(excluding medicinal products and medical devices)  
10.07.2023**

**§ 1. General Provisions**

1. These General Terms for the Manufacturing of Products (hereinafter referred to as "**GTMP**") set out the general principles of cooperation between Curtis Health Caps S.A. with registered seat in Wysogotowo (registered seat address: ul. Batorowska 52, Wysogotowo, 62-081 Przeźmierowo; a company entered in the Register of Entrepreneurs of the National Court Register kept by the District Court Poznań - Nowe Miasto i Wilda in Poznań, VIII Commercial Division of the National Court Register, under KRS number 0000871229, NIP 7810041371; REGON 631513107; with the share capital in the amount of PLN 36,100,000 paid in full - hereinafter referred to as the "**CHC**") and CHC's contracting partners (hereinafter referred to as: the "**Clients**") with regard to CHC's manufacturing, at the request of the Clients, of specific products (soft capsules and/or liquid products) offered by CHC within its business activity.
2. Each placed Order obliges the Client to comply with these GTMP. This means that these GTMP apply to all Orders placed by the Client after delivery of these GTMP, unless CHC decides otherwise in writing under the pain of nullity. When the Client places the first Order after the date of delivery of these GTMP, it is considered that a framework agreement was concluded between CHC and the Client specifying the manner of concluding the Agreements and the rules for accepting and realising Orders in accordance with these GTMP ("**Framework Agreement**"). These GTMP are binding on the Client in their full scope, unless the Parties explicitly and in writing - under the pain of nullity - exclude the application of the GTMP or its selected provisions thereof.
3. These GTMP exclude application of the Client's own forms of agreement, regulations or other general terms and conditions for concluding agreements, as well as any other documents not negotiated individually with CHC.
4. Deviation from the condition expressed in clause 3 above requires CHC's approval in writing, under pain of nullity, by persons authorised to represent CHC.
5. These GTMP shall not apply in the event that the object of the Order are medicinal products or medical devices.
6. CHC, pursuant to art. 4c of the act of 8 March 2013 on combating excess delays of payment in business transactions, represents that it possesses the status of large enterprise as defined by COMMISSION REGULATION (EU) No 651/2014 of 17 June 2014 declaring certain categories of aid compatible with the internal market in application of Articles 107 and 108 of the Treaty.

**§ 2. Definitions/clarifications**

**Order Confirmation** – a document relating to the Order provided to CHC by the Client and accepted for realisation by CHC, containing CHC's signature and, subject to different provisions of the GTMP, the signature of the Client, specifying the terms of service / delivery in the form of producing certain Products by CHC in accordance with the accepted offer. Order Confirmation, subject to different provisions of the GTMP, may be issued in writing or as a document sent by e-mail with scanned signatures of both Parties, i.e. CHC and the Client. The first Order Confirmation regarding the Product shall include the Technical Specification of the specific Products ordered. For each subsequent Products Order, unless otherwise agreed by the Parties, the Technical Specification which was covered by the Order Confirmation regarding the first Order shall apply, subject to the following provisions allowing CHC to change the Technical Specification. Order Confirmation shall include the quantity and delivery method (single or batch delivery by CHC or personal collection from the CHC warehouse in Wysogotowo, ul Batorowska 52 by the Client using means of transport organised by the Client). Failure to specify the method of delivery by the Client under the Order shall be treated as the Client's obligation to collect the ordered Products on its own and at its own expense and risk. In the scope of concluding agreements in the form of Order Confirmations, the application of art. 66<sup>1</sup> of the Civil Code is excluded.

**Product or Products** – final effect of the Order realisation in the form of products manufactured by CHC the composition of which has been agreed between the Parties and specified in the Technical Specification (subject to potential changes as permitted under these GTMP) and packaging method specified in the Offer.

**Bulk Product** – Product in bulk, not packed in unit package available in retail sales. Bulk Product after it is packed in unit package becomes the finished Product.

**Parties** – CHC and the Client jointly.

**Agreement** – the content of legal relationships between the Parties that comprise (in the following order): (1) Order Confirmation, (2) Technical Specification, (3) Offer, (4) GTMP, (5) any changes to the GTMP made by the Parties in writing under the pain of nullity. In the event of a discrepancies between the content of the Order Confirmation and these GTMP, the provisions of the GTMP shall be considered binding, unless the Order Confirmation is signed on behalf of CHC by a person disclosed in the Register of Entrepreneurs of the National



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Court Register as the representative of CHC. Any changes to the GTMP are required to be made in the written form to be valid, unless they have been entered into the content of the Order Confirmation signed on behalf of CHC by a person disclosed in the Register of Entrepreneurs of the National Court Register as a representative of CHC. The content of the Agreement also includes other agreements aimed at realisation of the Order Confirmation, including in particular preliminary agreements, framework agreements, etc., as well as changes to these Agreements and making declarations of will in performance of the Agreements or Order Confirmation.

**Civil Code** – Act of 23 April 1964 of the Civil Code (Journal of Laws 2014.121 as amended).

**Business Days** – business days in force in CHC, i.e. days from Monday to Friday from 8 A.M. to 4 P.M. Polish time, excluding public holidays and days during which the production plant of CHC is closed.

**Technical Specification** – a document presenting the qualitative and quantitative composition of the Product together with the basic parameters / data of the offered Product. CHC reserves the right to introduce minor changes to the Technical Specification covering excipients (auxiliary substances) during the realisation of the first Order, of which it will inform the Client in writing or by email during the realisation of the first Order. In this case, the Parties will determine the scope of changes to the Technical Specification for future Orders, and for the first Order the Technical Specification with the changes made by CHC will be binding.

**Offer** – the offer addressed by CHC to the Client specifying the terms of provision of services / delivery in the form of the production of specific Products by CHC, which, unless the Parties agree otherwise, is part of the Agreement and Orders placed on its basis covered by the Order Confirmation.

**Second (II) climate zone** – an area of the world with an average annual ambient temperature of 15-22 ° C, including Europe. WHO Technical Report Series, No. 953, 2009, annex 2.

The correspondence exchanged between the Parties carried out in electronic form (by e-mail) by persons authorised to act on behalf of the Parties has probative value in relationships between the Parties. In particular, any arrangements of the Parties should be documented in writing or in an electronic form (by e-mail)

**Packaged Products** - quantity in unit packages is compliant with COUNCIL DIRECTIVE of 20 January 1976 on the approximation of the laws of the Member States relating to the making-up by weight or by volume of certain prepackaged products, as amended.

### **§ 3. Concluding Agreements**

1. All declarations of will contained in the Order Confirmation and made as part of the Parties' arrangements have binding force for the Parties. The Parties are obliged to ensure that such statements are made by identified authorised persons.

2. Acceptance of the Order for realisation requires confirmation from CHC (Order Confirmation), under pain of acknowledging that the Order has not been accepted for realisation. CHC undertakes to confirm or reject the Order within 7 business days of its receipt. The final content of the Order is specified in the Order Confirmation and may be different from the content included in the Order. In the absence of confirmation of the Order within the above deadline, it is considered that the Order was rejected, unless the Parties agree otherwise in writing or by email.

3. Each Order will be carried out on time as agreed in the Order Confirmation. Subject to the next sentence, in the event that the Client does not send the Order Confirmation signed by the authorised persons on the part of the Client to CHC at least in electronic form the following Business Day after receipt of the Order Confirmation, CHC may, at its sole discretion, either withdraw from the Order by submitting a statement in this regard within the following 30 days or postpone the deadline indicated in the Order Confirmation by at least the period of the Client's delay in sending to CHC the Order Confirmation signed by persons authorised by the Client. If the Order Confirmation does not contain conditions different from the Order placed by the Client, then, unless the Client withdraws the Order within 2 days of receipt of the Order Confirmation, it shall be deemed to have accepted the Order Confirmation, provided that the Order, on the basis of which the Order Confirmation was prepared, was signed by persons authorised by the Client.

4. Regardless of other cases, CHC has the right to postpone the date of the realisation of the Order (by the time equal to or longer than the duration of the event resulting in postponing the date of the realisation of the Order, indicated by CHC), in the case of:

- a) the Client's delay in payment of any amounts due to CHC;
- b) Client's delay in providing CHC with any information required under the Agreement or which CHC has requested to obtain from the Client in connection with the realisation of the Order;
- c) Client's delay in the delivery of materials / raw materials that the Client was obliged to provide.



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5. In the event of CHC postponing the deadline for realisation of the Order in accordance with clause 4 above, CHC has the right to charge the Client a fee for blocking the production line in the amount indicated by CHC.
6. In the case of the Client remaining in permanent economic relationships with CHC, the Client is required to submit to CHC quarterly production plans at least a quarter in advance.
7. The Contractor's remuneration is subject to change, in particular in the case of a significant (by more than 3 %) and negative change for the Contractor in currency rate (PLN/EUR, PLN/USD), as well as in the case of a significant (more than 3 %) change (increase) in the prices of materials/raw materials, or/and a significant increase in the cost of production affecting realisation of the Orders submitted to the Contractor. The new prices will apply after the deadline (however not shorter than 14 days) indicated by the Contractor in the notification delivered to the Client by e-mail. CHC reserves a right to increase Supply Price for already confirmed Orders in case of significant (more than 3 %) and unexpected raw material/material/labour cost/price increase, Product Manufacturing cost (including media price increase) that occurred upon the respective Order confirmation date. In such case, the Parties shall negotiate in good faith how to further handle such scenario.
8. In the event that CHC begins to realise the Order on the terms set out in the Order Confirmation and the GTMP, the Parties recognise that they are bound by the Agreement the content of which has been specified in the Order Confirmation and the GTMP. The application of the provisions of art. 68 and 68<sup>1</sup> of the Civil Code is excluded.
9. The remuneration or its part (including in the form of an advance payment due to CHC in accordance with the arrangements) will be paid to CHC each time based on a VAT invoice issued in this respect, consistent with the payment term defined in the Order Confirmation and calculated from the date of notifying the Client on the fact that the Products are ready for collection. In the event of late payment of remuneration, CHC reserves the right to change the payment conditions and terms for subsequent Orders.
10. In the event that the Client does not collect the Products within 14 days from the day of notifying by CHC on the fact that they are ready for collection, then CHC may charge the Client with the costs of storing the Products for the period from the day following the 14 days referred to above to the day of actual collection of the Products by the Client or the day of their destruction in accordance with clause 11 below. The remuneration will be paid on the basis of VAT invoices, and the amount of remuneration will be determined unilaterally by CHC taking into account market rates applicable for similar locations in which the Products will be stored and taking into account the standard level of the warehouse. Unless CHC decides otherwise, taking into account the preceding sentence, the amount of remuneration for storage will be PLN 15 net for each pallet for each started storage day for the first 60 days and PLN 30 net for each pallet for each started storage day after 60 days.
11. In the event that the Client does not collect the Products before the expiration of 50 % of their expiry date in the case of a finished Product or after the retest date for a Bulk Product, then CHC may, after this deadline, without obtaining the prior consent of the Client and requesting authorisation from any court, destroy the Products at the expense and risk of the Client. The Client will reimburse CHC for the costs of destroying the Products at the first request of CHC and waives any claims against CHC in this respect.

**§ 4. CHC's obligations**

1. CHC, meeting the organisational, equipment and personnel conditions for product manufacturers, undertakes to produce a batch of the Product in accordance with the Order Confirmation and the Technical Specification, subject to the realisation of the first Order, in which case the Product may contain deviations from the Technical Specification in accordance with §2 above.
2. CHC has the right to subcontract to a third party the actions entrusted to it under the Agreement at its sole discretion, and is responsible for the actions of such third parties.

**§ 5. Client's obligations**

1. The Client is responsible for the correct legal classification of the Product's category and meeting the conditions for placing the Product on the market in accordance with the relevant legal classification of the Product's category. CHC's acceptance of the Product's category specified by the Client, including the acceptance of the Order for realisation in accordance with the Order Confirmation, does not mean that CHC accepts any liability in this respect, unless the Parties have agreed otherwise in writing, under the pain of nullity, in particular if CHC is ordered additional services regarding confirmation of the legal classification of the Product's category. In the case of Products categorised as foodstuffs, unless the Parties agree otherwise in writing (or in electronic form) under the pain of nullity, it is considered that the Products manufactured by CHC meet the requirements for food supplements

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for persons over 3 year old intended for the EU's market.

2. The Client is solely responsible for monitoring legal changes and suggestions, opinions and recommendations that may refer to the Product issued by relevant public administration bodies or institutions and for the consequences of complying with such legal changes, suggestions, opinions and recommendations. The Client is obliged to notify CHC in advance of any legal changes, suggestions, opinions and recommendations. Any such legal changes, suggestions, opinions and recommendations shall not affect the realisation of the Order, the Order Confirmation of which took place prior to the receipt by CHC the notification from the Client, unless the Parties agree otherwise in writing or by email.

3. The Client is solely responsible for ensuring the Product's patent purity, compliance of the Product's composition, labelling and packaging, and the Product's quality requirements with the legal requirements applicable to a given product group and compliance of the Product's composition with the requirements of the registration category and requirements for the target group of users in the country of destination of the Product.

4. Placing an Order by the Client is equal to ensuring that the Client has the rights to the invention (or other relevant intellectual property rights) covering in its scope the Products and to the extent enabling their production by CHC. At the same time, the Client ensures that the performance of the Agreement and Orders by CHC will not in any way infringe the rights of third parties, legal provisions or administrative decisions.

5. In the case any of third parties or any authorised authority address against CHC any claim related to the provision of services / supplies by CHC covered by the Agreement, regarding matters for which the Client is responsible (e.g. order to produce a product violating the industrial property rights of third parties), the Client is obliged to provide CHC with support to protect its interests, including providing CHC with all related documentation and information necessary to protect CHC's interests. Performance of the above obligations does not exclude the Client's liability for the damages.

6. The Client, in relation to Products supplied by CHC in printed packaging, is obliged to provide CHC with graphic designs of packaging and to submit to CHC the final approval of production files prepared on the basis of delivered graphic packaging designs (artworks) by the dates indicated in the Order Confirmation. In the event of failure to comply with these deadlines, as well as in the event that the Client introduces (with the consent of CHC) any changes after the expiry of the deadlines, CHC reserves the right to charge the Client with additional fees related to the need to change the production plan in the amount specified by CHC. Notwithstanding the above, CHC is entitled to assume that the Client has given the final approval of the packaging production files, unless the Client has submitted comments within the time limit specified in the Order Confirmation for final approval. In the event of changes in the graphic design of the Product packaging for the next Order regarding a given Product, the CHC charges a handling fee in the amount equivalent to PLN 500 net.

**§ 6. Materials / Raw materials**

1. Materials/raw materials necessary for the production of Products - as a rule - will be provided by CHC. In individual cases, i.e. if the Parties agree to do so, materials raw materials will be provided by the Client. For the avoidance of doubt, it is agreed that CHC is free to choose a supplier of materials/raw materials and to change such supplier at any time to a supplier of materials/raw materials of similar quality, and the Client may not raise any claims against CHC in this respect. In particular, the submission to the Client's the data of the supplier does not deprive CHC of the possibility to change the supplier at any time.

2. CHC will not start production if the materials/raw materials will not meet the quality requirements during quality control. In the event of the above, in order to prevent damages, CHC undertakes to contact the Client immediately to re-establish the rules for the realisation and receipt of the Product batch in accordance with the Order placed.

3. Materials/raw materials will be purchased by CHC (on its behalf). The price due to CHC in connection with the realisation of the Orders includes the purchase price of materials/raw materials used to manufacture the Products.

4. In the case of delivery of materials/raw materials by the Client, they will be accepted by CHC and located in CHC's warehouse. In this case, the Client is required to provide - together with the materials/raw materials - the relevant quality documentation, listed in the Order Confirmation. The receipt of materials/raw materials will be confirmed in the document "External CHC Receipt". In the event that materials/raw materials were delivered to CHC later than the date set in the Order Confirmation, CHC unilaterally sets a new date for the realisation of the Order. If a larger amount of material/raw material is delivered to CHC, CHC will return the remaining amount to the Client along with the Product. If the Client provides materials/raw materials in an amount smaller than that required to realise the Order, CHC shall inform the Client thereof and has the right to calculate the remuneration



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for the realisation of the Order by informing the Client thereof. In such situation, the Client may withdraw from the Order, no later than within 3 days of receipt of the information from CHC, provided that it covers the costs incurred by CHC in connection with the preparation of the Order, including the costs of purchasing materials/raw materials by CHC. In the absence of withdrawal from the Order, the Client will be required to pay for the realisation of the Order the remuneration indicated in the information referred to above.

5. If during the production of Products, CHC finds that the materials/raw materials provided by the Client are defective or not suitable for the production of the Product, CHC will interrupt the production process and notify the Client thereof. The Client is obliged to provide materials/raw materials of appropriate quality within 7 Business Days from the date of issuing the abovementioned notice to the Client and to cover any damage suffered by the CHC. In such case, CHC will be entitled to receive the remuneration for the services which have been already rendered and used materials/own raw materials and if applicable materials/raw materials supplied by CHC that have been damaged, the deadline for the realisation of the order will be counted from the date of delivery of the materials/raw materials free of defects (in sufficient quantity) and other materials/raw materials that have been destroyed or damaged due to the delivery of defective materials/raw materials by the Client. In the event of unavailability of other materials/raw materials for the provision of which the Client was responsible (and in sufficient quantity to realise the order), CHC will have the right to withdraw from the realisation of the order with the right to: remuneration for the services which have been already rendered and for materials/raw materials purchased to realise the orders (these materials/raw materials will become the property of the Client) and lost profits, the Client will be obliged to immediately collect the defective batch of the Product under pain charging the Client with storage costs (according to the rate set by CHC).

6. In the case of delivery of materials/raw materials by the Client:

- a) The Client bears full responsibility, on the basis of strict liability, for the quality of the materials/raw materials supplied.
- b) only traceable supplies of materials/raw materials will be accepted by CHC. The label on the external packaging should contain: name of the material/raw material, quantity, batch number, expiry date, information on storage conditions.
- c) delivery of material/raw material will be accepted by CHC on the basis of the attached Certificate of Analysis (CoA), which will be identifiable with the delivery serial number.
- d) for each material/raw material, the supplier is required to provide documents indicated in the order confirmation (including, among others, the current Safety Data Sheet (SDS)).
- e) in the case of delivery of a material/raw material that will cause contamination of the production line in CHC, the costs of cleaning the line, downtime, cost of producing a poor quality product and its destruction shall be borne by the Client.

7. If the Client provides materials/raw materials, they will be stored free of charge by CHC for a period not longer than indicated in the Order Confirmation. Materials/raw materials not used for production will be returned to the Client along with the delivery of the Product at its cost and risk. If CHC needs to store materials/raw materials for a longer period than the one referred to above, CHC may charge the Client with the costs of storing materials/raw materials for the period from the day following the expiry of the period referred to above until the actual use of materials/raw materials by CHC or the day of their receipt by the Client or the day of their destruction in accordance with clause 8 below. The remuneration will be paid on the basis of VAT invoices, and the amount of remuneration for storage is PLN 15 net for each pallet for each started day of storage.

8. If the materials/raw materials provided by the Client are not used for the production of the Products and the Client does not collect them at its own expense and risk within the time limit indicated by CHC, then CHC may, after the expiry of that period, without obtaining the prior consent of the Client and requesting authorisation from any court, destroy these materials/raw materials at the expense and risk of the Client. The Client will reimburse CHC for the damage at the first request of CHC and waives any claims in this respect against CHC. Unless CHC informs the Client about a different amount for the destruction of materials/raw materials, these costs will be PLN 15 net for each started kilogram of raw material and PLN 10 net for each started kilogram of material.

**§ 7. Production, production documentation and archival samples**

1. CHC undertakes to manufacture the Product at the Client's request, in accordance with the Technical Specification approved by the Client, subject to the realisation of the first Order, in which case the Product may contain deviations from the Technical Specification in accordance with §2 above. Product Technical Specification



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is part of the Order Confirmation.

2. For the purposes of the umpire analysis, CHC stores batch documentation and archival samples of Products manufactured from each production batch in an amount sufficient to carry out not less than two full tests. Archival samples are stored for no less than the shelf life of the Product / 24 months for Bulk products. The elements indicated in this clause are the property of CHC.

3. The documentation regarding the Products, together with samples, after the production operation are stored in CHC, available for inspection at any Client's request, after prior written notification. In the event of a dispute between the Parties regarding the quality of the manufactured Product, umpire analyses regarding the quality of the Product will be made on archival samples held by CHC.

**§ 8. Compensation**

The Parties may seek compensation on general terms for non-performance or improper performance of the Agreement, subject to the next sentence and the remaining provisions of GTMP. The Parties agree that CHC's liability, including compensatory liability, regardless of its legal basis, as well as for defects of Products, including under statutory warranty, is limited to the value of CHC's remuneration under the Order and does not include lost profits and other indirect damages.

**§ 9. Product's quality defects and complaints' acceptance**

1. Under each concluded Agreement, CHC grants the Client a statutory warranty for manufactured Products for the period corresponding to shelf life of the Product indicated in the Order Confirmation. The content of the Order Confirmation defines shelf life of the Product / Bulk Product retest period. CHC gives warranty for the Product only to the extent that it complies with the Technical Specification. As a defect of the Product - within the meaning of this Agreement - a derogation of the Product from the Technical Specification of the Product shall be recognised, subject to the realisation of the first Order, in the case of which the Product may contain deviations from the Technical Specification.

2. Unless otherwise stated in the Technical Specification, CHC declares only the batch (weight) quantity of the substance (raw material) included in the Technical Specification quantitatively. Without performing storage tests, it is not possible to predict any chemical changes associated with interactions inside the fill or between the fill and the shell, and the impact of the way the Product is packaged and its storage conditions. Therefore, CHC is not responsible for any differences between the batch quantities and the actual amounts of the substance in the Product. In this case, CHC recommends that the Client performs storage tests that will allow to confirm the stability of the Product throughout the shelf life or possibly extending the shelf life of the product. Ordering CHC to conduct the above tests requires a separate agreement and constitutes a separate service subject to additional remuneration.

3. CHC undertakes to handle the Client's complaint and respond within 14 days of receiving it along with a sample of the defective Product. If it is not possible to handle the complaint within 14 days, e.g. due to awaiting for test results, CHC will send the Client written information about the reason for the delay and set a new deadline for answer.

4. As part of the complaint procedure, at CHC's request, the Client is obliged to provide CHC with complete storage and transport documentation and documentation regarding further technological processes (including packaging) of the Products. Failure to convey to CHC the above-mentioned documentation within the deadline indicated in the request to the Client results in the expiry of the Client's rights under the statutory warranty.

5. In the event that the Client's complaint proves to be justified, CHC will be obliged to provide the Client with Products free of defects in place of defective Products, provided that the defectiveness of Products applies to the entire production batch. This requirement will be met forthwith within a period adequate to the period of manufacturing process of Products free from defects. This period will not be considered a delay in performance of the Agreement. CHC's failure to perform the obligation specified in this clause and within the period specified hereinabove shall be treated as a delay in the performance of the Agreement, which entitles the Client to withdraw from the Agreement concluded on the basis of the Order - in the part concerning defective Products. If, during a delay, but before withdrawing from the Agreement concluded on the basis of the Order, CHC provides the Client with Products free of defects, the Client's right to withdraw from this Agreement shall expire. In the event that the Client's complaint proves to be justified, but the defectiveness of the Products concerns only a part of the production batch, then CHC will issue a correction invoice regarding defective Products, and the Client shall not



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be entitled to further claims in this respect. The Client shall not be entitled to any other claims for defects of Products than those indicated in this clause 5, including in particular the exclusion of CHC's liability for lost profits or any indirect damages.

6. In the event that the Client allocates the Product for distribution in a climate zone other than the second (II) climate zone and does not obtain separate, written consent of CHC (under the pain of nullity), CHC will have the right to reject the complaints arising from the quality defects of this Product.

7. CHC shall not be held responsible for quality defects of the Product resulting from: defects in materials/raw materials provided by the Client, storage and transport of Products non-compliant with the Agreement, submitting the Products to further technological processing, including packaging according to procedures not approved by CHC (e.g. exposing the Product to temperatures and humidity non-compliant with paragraph 10 point 3), other reasons not resulting from the properties of the Products and reasons for which CHC is not responsible, and also in the case when materials/raw materials entrusted/delivered to CHC by the Client are in an amount less than that required in the Order Confirmation.

**§ 10. Storage and shipment**

1. CHC stores manufactured Product batches in conditions compliant with the principles of Good Manufacturing Practice.

2. CHC informs the Client on the readiness to dispatch manufactured Product. As of the moment the Client collects the Product, the risk of damage and/or loss shall be transferred to the Client.

3. Client is obliged to comply with the storage, transport and conditioning conditions set out below:

3.1. For the Bulk Product (applies to soft capsules):

a) storage:

The Product shall be stored in a sealed container at a temperature of 15-25 °C and a relative humidity not exceeding 60 %. The retest date (re-examination of the Product) of the intermediate / in-bulk product - a maximum of 3 months from the start of production process, unless CHC specifies otherwise in the Technical Specification. If the Bulk Product is stored for a period longer than the Retest Date (re-examination of the Product), CHC will be released from liability for compliance of the Bulk Product with the Technical Specification.

b) transport:

The Bulk Product should be transported in sealed transport packaging, in covered means of transportation and without an intense smell, in a way that protects the product from damage, dirt, moisture and sunlight at a temperature of 2 – 25 °C.

c) conditioning:

The Bulk Product, before starting the packaging process, should be conditioned for a minimum period of 24 hours in conditions similar to those prevailing in packaging rooms, in order to secure optimal physical and chemical parameters of soft capsules during the shelf life.

d) repacking in unit packaging:

The process of repackaging the Bulk Product to final packaging should be carried out as soon as technically possible under conditions of 15 °C to 25 °C and relative humidity below 45 %.

3.2. For the finished Product:

a) storage:

The Product shall be stored in a sealed container at a temperature of 15-25 °C and protected from sunlight.

b) transport:

The Product shall be transported in sealed transport packaging, in covered means of transportation and without an intense smell, in a way that protects the Product from damage, dirt, moisture and sunlight at a temperature of 2 – 25 °C.

**§ 11. Audits**

1. The Client has the right to conduct control audits of the Product manufacturing site upon a prior written



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notification to CHC of the audit date 14 Business Days in advance before its planned realisation. The audit may not last longer than 1 day.

2. CHC provides authorised employees of the Client with access to rooms and documentation related to the Product manufacturing process enabling to conduct a control audit of a Product produced only and exclusively for the Client.

3. CHC will promptly present (within 30 days) the Client with a programme of corrective actions for the Product arising from the audit report provided by the Client.

**§ 12. Supervision over property of the Parties**

1. Materials/raw materials and marketing documentation as well as all marketing, strategic, know-how and other information regarding the Client's business activity and provided by the Client in order to perform the Agreement are the property of the Client. The Client fully guarantees that all materials/raw materials, including graphics, transferred to CHC in order to manufacture the Product (including its packaging) do not infringe the intellectual property rights (including copyright and industrial property rights) of a third party. If this declaration proves to be untrue and CHC incurs any costs, including compensation, related to third party claims, the Client shall be immediately obliged to reimburse these costs to CHC upon CHC's request.

2. CHC undertakes not to disclose to third parties data in the scope referred to above, and not to pass on to third parties materials/raw materials owned by the Client, except when it is necessary for the realisation of the Order, and to exercise proper supervision over the Client's property. In particular, CHC ensures an appropriate manner and conditions for storing transferred materials/raw materials and documentation, also by marking them in such a way that prevents their identification by third parties. CHC has the right to disclose confidential information to persons involved in the manufacturing process of Products - but to the minimum required extent necessary for the proper realisation of their duties by these persons.

3. CHC shall be held responsible for failure to exercise due diligence in performing the obligations referred to above. In the event of damage to the Client's property arising as a result of circumstances for which CHC is responsible, the Client shall submit to CHC a claim in writing containing a justification of the circumstances giving rise to liability on the part of CHC and the amount of damage incurred in this respect. The damage must be documented. After CHC has handled the claim referred to above, CHC will provide the Client with its position in writing within 30 days of receipt of the claim from the Client. If CHC recognises its liability for damage, the Parties will determine the terms and conditions of settlement in this respect in a separate written agreement.

4. Industrial property rights, within the meaning of the Act of 30 June 2000 - the Industrial Property Law (Journal of Laws 2003.119.1117, as amended) to all inventions, utility models, industrial designs, trademarks, geographical indications and topographies of integrated circuits manufactured in connection with the realisation of Orders awarded to CHC, constitute the property of CHC.

5. All technical, design and technological documents created by CHC in connection with realisation of Orders, including drawings, plans, technical specifications, diagrams, instructions and lists are covered by proprietary copyrights of CHC under the provisions of the Act of 4 February 1994 on Copyright and Related Rights (Journal of Laws 06.90.631, as amended).

6. Drawings and technical documentation received by a Party will not without a consent of the other Party be used for any purpose other than that for which they have been provided. Without the consent of the submitting Party, they may not be otherwise used, copied, reproduced, transmitted or transferred to a third party.

7. CHC does not transfer any intellectual and industrial property rights to the Client or any third party in connection with the Agreement.

8. The Client undertakes to keep secret all materials, documents and information, in particular technical, technological, commercial and organisational, received or obtained intentionally or accidentally from CHC in oral, written or electronic form (hereinafter jointly referred to as "**Information**" ), and obtained both prior to as well as after the entry into force of the Agreement, irrespective of the fact whether such Information was marked by CHC as confidential.

9. The obligation referred to above comprises, in particular, of Information received by the Client directly from CHC, CHC's employees, as well as via persons acting on behalf of these persons, not disclosed by the person that they relate to or by third parties to the public domain in a manner allowing an undefined group of persons becoming acquainted with such information.

10. Unless required by mandatory regulations or necessary to perform the Agreement the Client may not, without



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(excluding medicinal products and medical devices)  
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a prior, explicit, written consent of CHC, directly nor indirectly disclose, transfer, provide or use Information for its own or anyone else's benefit.

11. The Client, at CHC's written request, is obliged to promptly hand over all Information in its possession, in written or electronic format. The Client, promptly upon the receipt of CHC's request, must destroy copies of the Information. If a copy is the only form of recording Information, it should be forwarded to CHC in response to its request referred to in the first sentence of this paragraph.

12. In the event that disclosure of Information is requested by a body or another authorised entity - under mandatory regulations - the Client shall promptly inform CHC about such fact. Such notice, if possible, shall be made prior to provision of Information to an authorised body or another entity and should indicate the scope of requested Information, unless provision of such information is prohibited pursuant to applicable laws or a decision of the institution requesting provision of Information.

13. The Client is obliged to maintain the confidentiality of Information pursuant to the provisions set out in the GTMP during the period of cooperation of the Parties and for a period of 5 (five) years from the date of the termination of such cooperation.

**§ 13. Final provisions**

1. The Parties agree that apart from the cases provided for in the provisions of law and these GTMP the termination or withdrawal from a given Agreement concluded on the basis of a specified Order by the Client may only take place by mutual agreement of the Parties. In the event that the Client declares that he is not interested in continuing to process the Order, including on the terms agreed by the Parties, CHC has the right, at its sole discretion, to realise the Order and request remuneration in accordance with the Order Confirmation or to withdraw from the Agreement concluded on the basis of the said Order Confirmation and, in this case, the right to request the Client to pay a contractual penalty of 30 % of the CHC's agreed remuneration for the realisation of the Order. In case the value of the damage exceeds the amount of the contractual penalty, CHC has the right to demand supplementary compensation, including in particular: lost profits and the value of purchased materials/raw materials dedicated to a given Order.

2. These GTMP, the Framework Agreement and Agreements concluded taking into account the GTMP are subject to Polish law and should be interpreted in accordance with the provisions of Polish law.

3. The Client is not entitled to transfer all or part of the rights or obligations under the Agreement to any third party without the prior consent of CHC expressed in writing.

4. CHC has the right to amend the GTMP with seven days' notice, as well as the right to terminate the Framework Agreement with seven days' notice. A statement in this regard may be made via e-mail address of the Client.

5. In case of any disputes or claims arising in connection with the GTMP, the Framework Agreement or performance of the Agreement or interpretation of its provisions, the Parties will make every effort to amicably settle the dispute, by means of mutual negotiations. In the event that an agreement is not reached, all disputes related to the Framework Agreement, the Agreement or its interpretation shall be settled by a court competent for the seat of CHC.

6. English language shall be the binding in respect of these GTMP.