

# GENERAL TERMS AND CONDITIONS OF SALE OF UAB “NEO GROUP”

Version 01/2020. Effective as from 18.11.2020

## 1. General

1.1. These General Terms and Conditions of Sale (“Terms and Conditions” or “Terms”) shall apply to all sales of any product, material, commodity or any other kind of goods (hereinafter referred to as “Goods”) offered and/or sold by UAB “NEO GROUP” (“Seller”) to any buyer (“Buyer”). Seller and Buyer are hereinafter collectively referred to as “Parties” and separately as “Party”.

1.2. These Terms and Conditions together with all terms and conditions set out in Seller’s written sales order confirmation (hereinafter – “SOC”), either generated automatically or manually, expressed in a set form or free form, and/or a supply agreement, and/or sales contract, or other similar media, if any, issued, concluded or entered into by Seller and Buyer shall constitute a contract (hereinafter - “Contract”) between Buyer and Seller upon which Goods are sold by Seller and bought by Buyer. Any additional or conflicting terms offered by Buyer are rejected unless agreed in a single document Contract.

1.3. Seller may amend these Terms and Conditions at any time and from time to time without advance notice to Buyer. Buyer shall be deemed notified about such update upon publication of the new version of Terms and Conditions on the website [www.neogroup.eu](http://www.neogroup.eu). The updated version of Terms and Conditions will apply to all Contracts concluded after the effective date of such new version.

## 2. Contracting Procedure

2.1. Seller may provide Buyer with invitations for placing orders (price quotations) which are not binding on Seller unless otherwise is explicitly specified therein.

2.2. Any Buyer’s order for purchase of Goods, even sent in response to Seller’s price quotation, shall not be considered accepted by Seller until it is expressly confirmed by Seller in writing. Unless such purchase order or draft contract provides for the application of these Terms and Conditions in their entirety to the respective supply, a SOC in response to such purchase order or contract draft shall constitute an offer or a counteroffer by Seller to sell Goods specified in the SOC to Buyer under the terms and conditions contained herein.

2.3. Each of the receipt of SOC without objections, acceptance of Goods supplied in accordance with SOC or payment for Goods described in the SOC shall be conclusive and sufficient evidence of Buyer’s consent to be bound by these Terms and Conditions and the respective SOC without reservations.

## 3. Seller’s Warranties

3.1. Seller warrants that at the moment of supply Goods will (a) comply with applicable mandatory standards provided by the laws of the country of origin of Goods (such as applicable EC directives or regulations); b) comply with the specification, technical data sheet or alike document issued by the manufacturer of Goods; and (c) be free and clear of any encumbrances, restrictions, and any other third party rights hindering the use of Goods. These warranties are in lieu of and exclude all other representations and warranties, express or implied, including, without limitation, any warranties of merchantability or fitness for a particular purpose.

3.2. All Buyer’s warranty rights shall lapse if and when: (i) Goods were damaged by reasons, other than Seller’s fault (including, without limitation, improper use, transportation, loading/unloading, handling or storage, wrongful acts of third parties, natural disasters); (ii) Goods were modified or processed by Buyer to a condition when their analysis or identification of defects using standard methods are not feasible; (iii) the operating or maintenance instructions were not observed by Buyer. In the above cases, Buyer’s at Seller’s demand shall reimburse all Seller’s costs and expenses incurred in the course of investigation of a claim related to defect or nonconformity of Goods.

3.3. Recommendations on the application or use of Goods for any specific purpose given by Seller or the manufacturer of Goods, as well as information contained in bulletins, illustrations, drawings and other media is nonbinding on Seller unless otherwise is explicitly declared by Seller in writing. The Buyer is fully responsible for the consequences of choosing, purchasing, and using Goods in its business.

## 4. Delivery. Shipping Documents.

4.1. Delivery terms of Contract shall be defined and subject to interpretation in accordance with Incoterms 2020. Unless otherwise expressly agreed in Contract, the delivery term shall be FCA Seller’s facility or the place Seller acquires possession for such Goods.

4.2. Partial shipment or delivery and/or transshipment are permitted. Goods shall be delivered on a delivery date or within time limits as specified in Contract with a tolerance of one day.

4.3. Buyer shall be the consignee of Goods, unless otherwise stated in the applicable Contract.

4.4. If transportation of Goods to the place of destination was arranged by Seller, Buyer shall carry out the unloading and release the vehicle:

(a) within six (6) hours from the moment of arrival of the cargo, if Goods are delivered by a standard truck;

(b) within 2 (two) hours – if Goods are delivered in sea container (bulk) or by silo truck;

(c) within 4 (four) hours – if Goods are delivered in tank container for carriage of liquid products;

(d) within 24 (twenty four) hours or another minimum laytime – if Goods are delivered by sea or rail;

unless a shorter free time period for unloading is defined by the relevant carrier’s standards. Demurrage and other similar charges shall be borne by Buyer if the Buyer is responsible for receiving Goods at the place of discharge.

4.5. If Buyer is in charge of transportation of Goods, Buyer shall: (a) inform Seller in advance about the vehicles that will be provided for loading Goods (type of vehicle, name, model, plate number, etc.), and (b) ensure compliance by its representatives and appointed carriers with the safety rules and instructions in force at the consignor’s site; and (c) shall bear all risks and responsibility for state and fitness of the vehicle provided for carriage of Goods. The Seller shall have no obligation to check the vehicle, however, Seller may refuse loading Goods onto the vehicle provided by Buyer, if such vehicle in Seller’s reasonable opinion, is not suitable for safe carriage of Goods, or due to the state and behaviour of the staff of Buyer or the carrier, or because of inappropriate weather conditions.

4.6. If Buyer refuses or fails to accept Goods at the place of delivery other than the place of shipment, or fails to accept Goods at the place of shipment after expiry of seven (7) days from Seller’s written notice on readiness of Goods for delivery, Seller shall be entitled, at its own discretion, either (1) to store Goods further at Buyer’s risk, cost and expense until acceptance by Buyer, and claim for payment of the price of Goods, or (2) to declare the Contract avoided, dispose of Goods and charge Buyer a termination fee of ten percent (10%) of the value of Goods the Buyer failed to accept or collect.

4.7. Goods delivered shall be packed and marked pursuant to the manufacturer’s specification/technical data sheet or in accordance with the common packing and marking rules used for the respective kind of goods unless otherwise explicitly agreed in Contract. The packaging shall ensure safety of Goods in the course of loading, carriage and unloading. Marking of Goods shall contain information sufficient to identify Goods in the course of transportation.

4.8. Unless otherwise specified in Contract/shipping documents, if Goods are delivered to Buyer in the multi-usage/returnable packaging, (metal foldable containers, plastic foldable containers, plastic totes, tubes), Buyer shall return such packaging to Seller or the manufacturer or any other third party as instructed by Seller at Buyer’s own cost and expense under delivery terms DDP Seller’s nominated facility, being responsible for any damage to and loss of the packaging except for normal wear and tear. If Buyer fails to return such returnable packaging in the appropriate condition within 120 (one hundred twenty) calendar days from its receipt, upon expiry of that term, Buyer at Seller’s demand shall reimburse Seller for the value of the missing packaging equal to its actual acquisition cost. If not instructed otherwise by Seller, big bags, IBC containers, barrels, in layers, carton pad and wooden pallets shall not be considered as returnable packaging for the purposes thereof.

4.9. In case Goods are imported to the country of consignee, even in case the delivery is made to the country where Seller is VAT registered, the importer’s obligations stipulated in the respective local laws concerning waste management and management of packaging and packaging waste, are hereby transferred from Seller to Buyer by this Contract. Therefore, Buyer undertakes to abide all rules and regulations of packaging and packaging waste management as if he was the importer of Goods and store the respective documents, evidencing due fulfilment of the above obligations for at least 10 (ten) years from the end of the relevant year in which the documents were drawn up.

4.10. Buyer may provide Seller with information concerning the desired form and content of the shipping documents no later than 10 (ten) business days prior to the day of shipment of Goods. Seller, acting reasonably, shall consider the request of Buyer and follow it while preparing the documents, provided that Buyer’s instructions are received timely and not contrary to the laws of the country of export of Goods and Contract terms and it doesn’t cause unexpected burdensome for Seller.

## 5. Acceptance. Claims.

5.1. On delivery of Goods to the place of discharge and prior to unloading, Buyer shall ensure the packaging of Goods is undamaged

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and Goods may be unloaded safely. If any damage hindering safe unloading of Goods is detected, Buyer shall suspend the unloading and notify Seller of the detected damage immediately. If such defective or non-confirming Goods have already been unloaded, Buyer shall keep Goods in the damaged packaging until receipt of Seller's instructions, taking the necessary measures to preserve Goods from further damage or loss.

5.2. Buyer shall check compliance of Goods with Contract and shipping documents immediately upon unloading. If any defects or nonconformity is detected, Buyer shall procure that the appropriate remarks in the relevant shipping document are made and Seller is notified by email having a scanned copy of the marked shipping document attached to the message.

5.3. The volume of Goods supplied shall be subject to permitted deviation of  $\pm 10\%$  of the quantity of Goods to be delivered according to the SOC. A sample taken by the manufacturer of Goods while issuing the certificate of analysis prior to shipment shall be deemed the reference sample of the quality of Goods.

5.4. Right after arrival and anyway no later than before using or processing the Goods, the Buyer shall have the quality of the Goods checked for defects using appropriate methods.

5.5. A written notice regarding discovery of a defect/ nonconformity of Goods in the course of testing or processing of Goods shall be sent within thirty (30) days from the date of delivery of respective lot of Goods. Such notice shall be made in the official language of Seller's country of incorporation or in English and contain identification of Goods, number and date of the waybill/bill of lading, their legible copies containing the consignees' marks if any, legible copies of the labels attached to the packaging of Goods in question, a detailed description of the defects and/or nonconformity revealed, samples of defected Goods or their packaging, and the Buyer's claims. Documents, witnessing such indicated circumstances or the list of witnesses, as well as documents substantiating the amount of actually suffered and claimed damages, must be included within the claim. Non-conformity of Goods to the manufacturer's specification shall be evidenced by a report of an independent competent expert. Unjustified claims will not be regarded to be presented, and Seller shall have the right to restrain from investigating such.

5.6. Buyer shall ensure separate storage of defective and/or non-conforming Goods and/or packaging. Use or destruction of such Goods and/or packaging prior to receipt of Seller's instructions shall not be allowed. For the purposes of assessment of Buyer's claim the Buyer at Seller's request shall provide the Seller with access to Buyer's production and/or storage facilities for inspection of the claimed Goods, taking samples and obtaining necessary information regarding storage, handling and processing of Goods concerned.

5.7. Either (1) failure to give a written notice on the discovery of defects/nonconformity of Goods in due form and time, or (2) the use of Goods without proper inspection shall constitute an unconditional acceptance of such Goods by Buyer "as is" and waiver of claims Buyer may have against Seller in relation to the conformity of Goods to the conditions of Contract.

5.8. If Goods are found nonconforming or defective, Seller shall, upon Buyer's demand but at Seller's sole discretion (a) replace the defective or nonconforming Goods with non-defective or conforming Goods under the earlier-agreed terms and conditions of supply and as soon as reasonably practicable for the Seller, or (b) reimburse Buyer for the full price paid for the defective/nonconforming Goods. Buyer's claims for damages shall be satisfied subject to the limits of liability set out herein.

## 6. Buyer's Warranties.

6.1. Buyer represents and warrants that the information about Buyer and the consignee provided to Seller, including the name, address, registration number, VAT number and any other identification data, is and be true and correct for the period of the Contract. Any changes to such information shall be provided to the Seller in writing promptly, but in any case prior to the forthcoming shipment date. Change of delivery address and/or consignee needs to be approved by Seller in writing.

6.2. Buyer represents and warrants that it has sufficient experience in the use and handling of Goods in accordance with the relevant industry standards. The allocation, use and processing of Goods shall be Buyer's sole responsibility.

6.3. Buyer represents and warrants that supply of Goods hereunder shall not violate any sanctions, prohibitions or restrictions enacted by the UN resolutions, laws and decrees of competent authorities of the EU, USA, Seller's country of incorporation, or any other country which may be relevant to the particular transaction, and Goods supplied hereunder shall not be further supplied by Buyer to third parties in violation of such sanctions, prohibitions or restrictions. Buyer shall provide, on Seller's

demand, evidence truly confirming the final destination of Goods and Buyer's compliance with the above warranty. If such evidence is not provided or insufficient in Seller's reasonable opinion, Seller shall be entitled to postpone performance until provision of satisfactory evidence or declare Contract avoided with no compensation to Buyer.

## 7. Limitation of Liability

7.1. Seller's liability for damages incurred by Buyer in the result of breach of Contract by Seller or a tortious act or omission (including negligence), breach of statutory duty, or misrepresentation or misstatement of Seller in connection with Contract shall be limited to direct, foreseeable, typically occurring damage but in no event shall exceed an amount equal to the price paid and payable under the Contract for Goods to which the respective claim relates. In no event shall Seller be liable to Buyer for loss of profit (even if such qualify as direct damages), incidental, indirect, consequential (including direct consequential loss or damage, loss of business or goodwill, costs arising from the Buyers' product recall), special, punitive or exemplary damages, whether or not based on breach of contract, breach of warranty, tort (including negligence), product liability, strict liability or any other ground or legal theory arising under or in connection with Contract and/or supply of Goods. However, maximum amount of Seller's liability for the Buyer damages arising from violation of the period of delivery of Goods is limited to 10% (ten percent) of the price of Goods not delivered on time.

## 8. Price. Payment terms. Default

8.1. Unless otherwise specified in the Contract, the price of the Goods is understood net (without VAT and other taxes and duties) and calculated based on a delivery term EXW Seller's facility or place the Seller acquires possession for such Goods.

8.2. If Contract provides that Buyer organizes supply of the Goods to third parties (converters) for the provisional price indicated by Buyer, which later on should be leveraged based on actual price of Goods, agreed by Parties (soft tolling contract), Buyer shall indemnify, defend and hold harmless Seller in case tax authorities of any country concerned assumes that Seller is obligated to pay or charges additional taxes, which shall be avoided on normal circumstances.

8.3. The payment currency shall be the United States dollars and/or Euros or alternative currency as provided for in the Contract. Any amounts paid by Buyer in another currency with Seller's consent, or where such payment is made pursuant to compulsory provisions of the applicable law, shall be converted into the said payment currency basing on the purchase rate of this currency set by Seller's bank for the date of the payment.

8.4. The price of Goods may be determined by reference to one or several values ("indexes") published in various sources, including without limitations the following: PCI - Wood Mackenzie Ltd., 16 Charlotte Square, Edinburgh EH2 4DF; PLATTS - S&P Global Inc., 55 Water Street, New York, New York, USA; ICIS - Reed Business Information Limited, Quadrant House, The Quadrant Sutton, Surrey SM2 5AS, UK; IHS - IHS MARKIT LTD., 4th Floor, Ropemaker Place, 25 Ropemaker Street, London, England, EC2Y 9LY, or their affiliates or successors. If the relevant index is no longer published, the price of Goods shall be then determined basing on the greater of the following i) the most recent published index, and ii) the actual market price of the goods of the same type supplied under the same or close to the same terms and conditions as agreed in Contract confirmed by an independent appraisal or expert.

8.5. Seller shall issue an invoice for Goods to Buyer based on the price agreed in Contract and the quantity of the Goods to be or actually delivered. Seller will send the invoice to Buyer by email. Unless other period is specified in the Contract, Buyer shall pay the invoiced amount within thirty (30) days from the invoice date, by a bank wire transfer to Seller's account stated on the invoice or by an alternative payment method set out in Contract. Hereby the Buyer is informed about the risk that fraudsters may hack the computer of Seller's representatives and use it to obtain sensitive information and/or falsify documents and/or provide Buyer with false instructions (phishing). Therefore, if Buyer receives any information altering primary payment instructions (e.g. other bank account details, other payment receiver, etc.) (by email or otherwise), he/she must immediately contact Seller's representative through general office phone or email info@neogroup.eu for confirmation before processing such payment; otherwise, Buyer shall bear all risks and liability resulting from processing such altered payment without receiving proper confirmation.

8.6. Irrespectively of the means of payment used by Buyer (including, but not limited to, bank wire transfers, checks, promissory notes, etc.), the payment under Contract is deemed duly made only when the due amount is received and credited to Seller's bank account.

8.7. If the payment for Goods is to be made by a letter of credit (L/C), Buyer shall open an irrevocable documentary L/C in favour of Seller at

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the bank and under the terms and conditions confirmed by Seller in writing, and such L/C shall be governed by the latest version of the Uniform Customs and Practice for Documentary Credits (UCP) issued by the International Chamber of Commerce. The payment term/the term of presentation under the L/C shall expire no earlier than twenty (20) days upon the end of the term of supply of the last consignment of Goods to be paid for by that L/C. Buyer shall open the L/C within five (5) days upon conclusion of a Contract for supply of a particular lot of Goods, but in any way no later than five (5) days before the intended date of shipment of Goods to be paid for by the L/C. In case discrepancies in the documents are revealed by advising bank, Buyer shall submit its confirmation to advising bank to carry out the payment in full in accordance with L/C. Without prejudice to other remedies provided for herein and/or in the governing law, Buyer's failure to comply with the term and/or conditions of issuing of the L/C shall be deemed Buyer's material breach of Contract and a lawful reason for Seller to postpone or cancel shipment and/or declare Contract avoided.

8.8. Unless otherwise provided for in the applicable laws, all banking fees related to payments for the Goods shall be borne by the Buyer.

8.9. In the case of introduction of new or increase of existing taxes, customs duties, or any other official charges which were not included into the price of Goods but became due by Seller after the conclusion of Contract, Seller may, by a written notice to Buyer given before shipment of Goods, unilaterally change the price agreed in Contract by an amount equal to the respective charge. If Buyer refuses to accept the new price offered by Seller the latter shall be entitled to cancel the shipment of Goods with no compensation to Buyer and declare Contract avoided.

8.10. Unless otherwise be implied by the delivery terms and conditions agreed by Parties, while reselling Goods to third parties Buyer giving consent to application of the 0% VAT rate to the price of Goods shall (i) arrange the export of Goods from the territory of the country of shipment, delivery and transfer of the title for Goods to the consignee outside the territory of the country of shipment, without passing the risks and title to Goods to third parties prior to exporting of Goods from the territory of the country of shipment and (ii) refrain from naming the country of shipment of Goods as the place of delivery and/or place of transfer of the title to Goods (Buyer must not sell to third party from country of shipment as per this Contract on EXW, FCA, FOB, FAS delivery terms).

8.11. If Contract provides for exporting Goods from the country of shipment of Goods outside EU, and Seller is not obligated to arrange for transportation of such Goods to the place of destination (including, but not limited to, delivery by terms of: EXW, FCA, FOB, FAS), Buyer shall export Goods to other country by the single continuous carriage and, under special Seller's request, shall provide with the certificate (special blank) issued by the customs of importing country, certifying that the import of Goods is declared/formalized.

8.12. If Contract provides for delivering Goods from the country of shipment of Goods to other Member State of EU, and Seller is not obligated to arrange for transportation of such Goods to the place of destination (including, but not limited to, delivery by terms of: EXW, FCA, FOB, FAS), Buyer shall within 10 (ten) days upon dispatching of Goods provide confirmation that he shall arrange by himself the export of Goods to other Member State of EU by the single continuous carriage and shall produce the copy of the waybill (CMR and similar) with the consignee's note on the receipt of Goods within reasonable time agreed and one of the following documents:

- a) expeditor's (carrier's is not suitable!) invoice for the carriage expedition;
- b) insurance policy, related to this particular carriage of Goods;
- c) bank documents evidencing that the payment for the carriage;
- d) official documents issued by official governmental institution (e.g. Notary Public) certifying arrival of Goods to the other country;
- e) note issued by the warehouse owner at the other country certifying warehousing of Goods at the other Member State of EU.

After delivery of each separate order, Buyer shall also provide Seller with a written confirmation (according to the form specified by Seller), that Goods were received by the consignee.

8.13. If Seller is selling Goods to Buyer (intermediate) VAT registered at the other European Union (EU) country, but the supply of Goods is made directly to the consignee, registered at the third EU country (so called triangular intra-community operation), Buyer hereby declares and obliges to ensure that the consignee will declare and pay VAT at the country of destination and that Buyer shall sell Goods directly to the consignee without any other intermediates.

8.14. If Buyer fails to comply with the aforesaid obligations, or if its provided information on VAT number of Buyer and/or the consignee is invalid or inaccurate, Buyer in addition to the price of Goods on demand of Seller shall pay Seller the value added tax at the rate applicable in the country of shipment of Goods to the price of Goods agreed by Parties,

as well as any interest, penalties and other damages payable and/or paid by Seller pursuant to the law of the country of shipment of Goods.

8.15. Seller may establish a credit limit to the extent of which Buyer will be receiving Goods on credit. Such limit may be amended or cancelled by Seller at its sole discretion, at any time and without notice to Buyer. The supply of Goods above/without the credit limit can be made on advance payment terms or subject to provision by Buyer of security acceptable for Seller. If Buyer refuses to provide such security, Seller may postpone shipment of Goods or declare the Contract avoided.

8.16. Without prejudice to the rights provided for in the governing law, Seller is entitled, at its sole discretion, to suspend pending deliveries under Contract until provision of an advance payment or a satisfactory security of payment or to declare the Contract avoided by sending a ten (10) days advance notice to the Buyer and to claim for immediate payment of all amounts outstanding, due and overdue, in case of occurrence of the following: i) any of the amounts payable by Buyer remain overdue for thirty (30) days; ii) material increase of Buyer's credit risk (e.g. initiation or opening of bankruptcy, insolvency, reorganization, dissolution or liquidation of Buyer; filing for a compulsory arrangement between Buyer and its creditors or a similar procedure which may limit Buyer's creditors' rights to satisfy their claims in full and/or in due time; the reduction or revocation of Buyer's credit limit by a credit insurer, etc.); or iii) any information received from Buyer about its business and/or financial standing appears to be false, incomplete or inaccurate; or iv) an occurrence of change of control over Buyer. The term "control", as used herein, shall mean the legal, beneficial or equitable ownership, directly or indirectly, of more than 50% of the issued share capital or more than 50% of the voting rights, or the power, directly or indirectly, to appoint a members of the board of directors or similar governing body of such entity.

8.17. Buyer is not entitled to set-off or retention against the amounts owed to Seller.

8.18. The Buyer shall pay default interest at an annual rate of twelve percent (12%) to be charged on any overdue amount on a daily basis for the entire period of default. Besides, Seller may: (a) demand advance payment for Goods, for which the payment is not due at the moment of Buyer's payment default; and/or (b) suspend further shipments of Goods until provision by Buyer of security of payment for Goods to be shipped subsequently; and/or (c) refuse to perform the obligation to deliver Goods hereunder and declare Contract avoided, in full or with respect to a specific delivery, and claim damages.

8.19. In the case of payment default, Buyer at Seller's demand shall reimburse Seller for the fees and other charges levied by credit insurers/collection agents due to filing by Seller of an application for debt collection, including the cases where the overdue debt is settled prior to taking of any collection measures.

### 9. Retention of Title

9.1. Title to Goods shall pass to Buyer at the moment of receipt by Seller of full payment for the relevant consignment of Goods. Prior to such payment, Buyer shall ensure keeping Goods separately from other goods and marking Goods to indicate that such Goods belong to Seller. Buyer shall provide Seller, on the latter's demand, with access to the premises where Goods are kept, and furnish evidence of performance of the Buyer's obligations.

9.2. Buyer is hereby authorized to process and/or resell Goods in the course of its normal operations subject to the extension of the retention of Seller's title to Goods, the result of processing of Goods, and proceeds thereof, and to the extent of the time until any of Buyer's debt to Seller becomes overdue. If Buyer sells unpaid Goods to third parties, Seller shall obtain title to all actual and future proceeds from such Goods received by Buyer from and due by the recipient of such Goods, and in that case Buyer shall be deemed the agent/fiduciary bailee for Seller having the right of claim against third party and accepting performance for and on behalf of Seller. Seller may instruct Buyer that the proceeds received from such third parties be kept by Buyer on a separate bank account without commingling them with Buyer's own funds and amounts received by Buyer from other parties.

9.3. If Buyer uses Goods for making further products, Seller shall obtain title to such products or a part thereof corresponding to the share of price of Goods in the cost of production of the products made by Buyer.

9.4. If Buyer fails to pay for Goods in time or commits another material breach of Contract, or if Buyer or a third party files for bankruptcy of Buyer or the appointment of a receiver, or if Buyer declares intent to enter into or actually enters into a binding agreement with its creditors, or another similar procedure preventing creditors from foreclosure on Buyer's assets, as well as in case of initiation of voluntary or compulsory winding-up of Buyer, Seller may, without prior notice, recover any unpaid Goods from Buyer and collect receivables owed by third parties for Goods sold by Buyer and/or the products resulting from

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processing of Goods to the extent of the amount of the outstanding debt owed by Buyer. Buyer's right to possess and use such assets shall cease as soon as Seller declares its right to recover them from Buyer.

### 10. Force Majeure

10.1. Except for payment obligations, none of Parties shall be in breach of its obligations to its counterparty or incur liability to the other Party for any losses or damages incurred by that other Party if and to the extent that it is prevented from performance of those obligations by, or such losses or damages are caused by, a Force Majeure Event, except to the extent that the relevant breach of its obligations would have occurred, or the relevant losses or damages would have arisen, even if the Force Majeure Event had not occurred.

10.2. In this Clause 10 the term "Event of Force Majeure" means an event beyond control of either Party which hinders performance of a Party's obligations, such as, but not limited to, natural disasters, fire, war, explosions, strikes (except for the strikes of Parties' employees), governmental acts, accidents, mechanical breakdown of the manufacturer's facilities, failure of mechanical or chemical function or equipment normally used by the manufacturer of Goods, plant shutdowns, any unexpected necessity stop or to reduce operation of equipment in order to protect environment or the safety of people, shortages of necessary raw materials, transport, fuel or utilities, failure of computer systems to operate properly, destruction or loss of electronic records or data, failure of suppliers, subcontractors or carriers to substantially meet its performance obligations, and other similar circumstances.

10.3. Party invoking Force Majeure Event shall: (a) give a prompt notice to the other Party of occurrence and termination of a Force Majeure Event and (b) submit to the other Party reasonable proof of the nature of the Force Majeure Event and of its effect upon the performance of Party's obligations, and (c) use its best efforts to remedy such circumstances. Should the Force Majeure last for more than 3 (three) months, either Party may terminate Contract by giving a written notice to the other Party.

10.4. The Seller in no event shall be obliged to source Goods from third parties to comply with its obligations under Contract.

10.5. Quantities affected by Force Majeure will be deleted from Contract, but Contract will otherwise continue in full force and effect for the term set forth therein. During the period when due to Force Majeure there will be shortage of Goods, Seller has right, but not an obligation, to allocate proportionally the remaining quantity of Goods between its customers.

### 11. Confidentiality

11.1. Subject to statutory regulations, all information made available by counterparties to each other shall be used for the purposes of performance and/or enforcement of Contract only and shall be kept confidential for the duration of Contract and five (5) years thereafter except for information relating to formulas, ingredients, trade secrets or manufacturing and process know-how that shall never be disclosed. For the aforesaid purposes and subject to non-disclosure commitment by recipients, counterparties are hereby authorized to disclose confidential information to their respective affiliates and contractors remaining jointly and severally liable with such recipients to the disclosing Party for damages resulting from unauthorized disclosure of such information.

### 12. Data Protection

12.1. Buyer shall (i) ensure that the personal data of its employees and/or other representatives is collected and processed lawfully, is accurate, relevant and adequate; (ii) duly inform all its employees and/or other representatives engaged for performance of this Contract, whose data is to be transferred to Seller about the possible transfer of their personal data and possible processing of such data for the purpose of performance of this Contract prior to the transfer of their data to Seller. The provided information shall include, inter alia, purposes, legal grounds of processing of personal data, retention period and existing

rights in accordance with data protection legislation, including Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

12.2. Important: in the context of its activities Seller may transfer personal data of Buyer's employees and/or other representatives to data processors and other recipients outside the European Economic Area (EEA) (such countries are the following: Ukraine, Russian Federation, USA, Switzerland). Those transfers are necessary for the performance of the contract (GDPR Art. 49(1)(b) or are based on other grounds specified in GDPR Art. 46-49. Outside of the EEA adequate level of personal data protection may not be ensured. Seller will take appropriate measures in order to ensure that those data processors and other recipients process personal data of Buyer's employees and/or other representatives in compliance with GDPR and other legal requirements (inter alia, will conclude data transfer agreements according to standard data protection clauses adopted by the European Commission, where necessary).

### 13. Miscellaneous

13.1. If there is a significant change in the current market conditions that make the performance of Contract too onerous to either Party, then Parties shall enter into good faith negotiations to amicably discuss the re-negotiation of the present conditions. If Parties fail to reach an agreement in thirty (30) days from the moment of negotiations started, either Party shall have the right to apply to a respective court with request to change or terminate the Contract.

13.2. None of the Parties is entitled to transfer or assign their rights, obligations and/or liabilities in connection with Contract or any sales order to third parties without a prior written consent of the other Party. Nevertheless, Seller at all times shall be deemed authorized and entitled to assign its claims and Seller's rights to receive any amount due from Buyer to any party, including but not limited to banks, factoring companies, insurers, debt collection services' providers and other third parties.

13.3. No sales agent is authorized to bind Seller. Any SOC issued or any notice made by such agent shall not be binding on Seller unless confirmed in writing by Seller's authorized representative.

13.4. The Contract shall be governed by, and interpreted in accordance with, the laws of Lithuania. The application of the United Nations Convention on the International Sales of Goods (Vienna, 1980) is expressly excluded.

13.5. Any dispute or claim arising between Parties from the Contract or in connection thereof and breaches, application or treatment shall be the subject to mutual amicable negotiation of Parties. If such settlement is not reached within thirty (30) calendar days from the date such disagreement originated, then it shall be finally settled in competent court of Vilnius city, Lithuania. Nevertheless, Seller reserves the right to apply to competent court in accordance with general rules of jurisdiction applying to Contract.

13.6. If any of the provisions of these Terms and Conditions and the relevant Contract are, or become, invalid, illegal or unenforceable under the governing law, the validity, legality or enforceability of the remaining provisions shall not in any way be affected or impaired.

13.7. All notices, consents and communication under Contract shall be in writing, and can be provided by electronic means (email) and shall be deemed received on the earlier of the delivery date and the next day from dispatch if sent by email and upon receipt if sent by regular mail or courier, provided the sender keeps in its possession an evidence of dispatch (delivery receipt, delivery notes).

13.8. These Terms and Conditions are available in English and Russian languages. In case of any discrepancy between texts in different languages, the former text shall control.