

## **GENERAL COMMERCIAL TERMS AND CONDITIONS**

### **Cryomed s.r.o.**

Budovateľská 7, 940 01 Nové Zámky, Slovakia

registered in the District Court Nitra, Sect. Sro, No. 29397/N

Legally represented by Managing Director: Ing. Martin Polák

ID No.: 46 248 820

Tax ID No.: SK2023301665

Bank information: ČSOB, a.s., M.R. Štefánika 19, 940 01 Nové Zámky

Account number: 4013 972 480 / 7500

IBAN: SK91 7500 0000 0040 1397 2480

SWIFT: CEKOSKBX

### **1. INTRODUCTION**

1.1. These General Commercial Terms and Conditions are an integral part of the Distribution Agreement No..... between Parties:

- ⌚ **Cryomed s.r.o.** (hereinafter referred as the Principal) and
- ⌚ ..... (hereinafter referred as the Distributor).

### **2. GENERAL OBLIGATIONS OF THE PARTIES**

1.2. The cryogenic equipment (hereinafter referred to as the Goods) is supplied in 2 (two) standard component sets, which include correspondently:

- A.) cryosauna + valve
- B.) cryosauna + 2 x 40 l Dewar vessel

2.2. The Principal shall:

- ⌚ grant the Distributor a right to sell the Goods at the market of ..... (hereinafter referred to as the Territory). All sales beyond the Territory must be negotiated and approved in advance.
- ⌚ supply available information related to the Goods and changes in the existing models beforehand.

2.3. The Distributor shall:

- ⌚ buy the Goods in the agreed quantity indicated in the Distribution Agreement for further sale in the Territory within the first year of the effective period of the Distribution Agreement according to the pricing policy of the Principal,
- ⌚ keep the Principal informed about the changes in the market (changes in the demand for the Goods, in the competitors' pricing policy, appearance of analogous products in the market and their price etc.); regularly (quarterly) send a report on the work done.
- ⌚ promote sales of the Goods by educating general public about the benefits of whole body cryotherapy.

### 3. PRICE AND PAYMENT TERMS

- 3.1. Unit price for the Goods, options and components are included in the Commercial offer, which is an integral part of the Distribution Agreement. The prices in the Commercial offer are quoted without VAT.
- 3.2. Each order send by the Distributor shall be a valid obligation for the Principal to sell and for the Distributor to buy the Goods according to the terms and conditions herein. The due date of the invoice issued according to the order is 2 (two) weeks.
- 3.3. The Distributor shall pay for the Goods by way of money transfer to the account of the Principal.
- 3.4. The Distributor is required to purchase the first unit at a retail price, which includes, assembly at the customer's place and training of the operating and technical personnel of the distributor, but not the delivery.
- 3.5. The Distributor is required to purchase a repair kit at the agreed price together with the first unit to ensure prompt maintenance of the Goods in the Territory.
- 3.6. The Distributor shall be allowed to purchase the Goods at a discount 25% to 40% from usual retail price after buying the first unit of the Goods within the first year of the Distribution Agreement validity. The discount is calculated at accumulative basis, which is based on the distributor's performance per year. The discount shall be agreed in the Distribution Agreement.
- 3.7. The Principal shall inform the Distributor about the changes in pricing policy in advance, at least 30 (thirty) days before introduction of the new price.
- 3.8. The Distributor is obligated to pay 100 % downpayment (in 1 or 2 instalments) before delivery.
- 3.9. The date of payment based on the Distribution Agreement is the date when the 100 % downpayment is received in the Principal's account. The commission and other charges for the money transfer shall be for the expense of the money transmitter.
- 3.10. The title for the Goods is transferred from the Principal to the Distributor from the moment of the payment of the full price.

### 4. ORDERING

- 4.1. The order from the Distributor shall be sent to the Principal in writing (by e-mail or facsimile) according to the appropriate form.
- 4.2. The Principal shall confirm the order from the Distributor within 3 (three) working days from the moment of obtaining such order and inform the Distributor about the delivery time in writing (by e-mail or facsimile). The Distributor has 5 working days to pay the agreed downpayment from the moment of obtaining the Principal's confirmation.

### 5. DELIVERY TERMS

- 5.1. The first unit is shipped to the Distributor on CPT ..... basis (according to the INCOTERMS 2010), which includes delivery of the Goods. The next Goods are shipped to the Distributor on FCA Nové Zámky, Slovakia basis (according to the INCOTERMS 2010), which means that all transportation costs and all the costs on the territory of the Distributor are borne by the Distributor.
- 5.2. The Principal shall ship the Goods within 30 banking days from the moment of confirming the date of Goods shipment to the Distributor and receiving 100 % downpayment.
- 5.3. The delivery time for a mobile cryosauna is 60 days after the day of confirming the date of Goods shipment to the Distributor and receiving 100 % downpayment. A special delivery time can be agreed for an individual model.

## 6. PACKING AND ORDER OF ACCEPTANCE

- 6.1. Packing of the shipped Goods shall ensure their storage and intactness during the transportation.
- 6.2. Acceptance of the Goods by quantity and quality is arranged by the Distributor. The revealed discrepancy in the completeness of the set and the quality are included into the Installation & Commissioning report (hereinafter referred to as **the IRC**).

## 7. QUALITY AND WARRANTY

- 7.1. The Goods shall correspond to the requirements of the Machinery, Low Voltage and EMC EC Directives, which is confirmed by Conformity declaration.
- 7.2. The Goods shall be considered as having non-conforming quality or completeness of sets if one or more requirements do not correspond to specifications and shipping documents, or lead to failure of the equipment during testing or warranty period.
- 7.3 The defects of the Goods revealed during the warranty period are confirmed by a reclamation report which shall be considered by the Principal within 10 (ten) days after its receipt. The reclamation report should include photos or/and videos if necessary to establish the real reason of the fault and its details.
- 7.4. The warranty period makes 12 (twelve) months from the date of the IRC, but no more than 14 (fourteen) months from the moment of shipment.
- 7.5. The warranty only covers components, not the service. The Distributor shall replace the assemblies or components by himself. If the Distributor insists on a visit of the technician of the Principal, the Distributor shall pay the related costs (transportation, etc.).
- 7.6. After receiving the reclamations report, the Principal shall review if it is necessary to send the faulty assemblies or components by the Distributor to the Principal's address to establish the reason of the break-down and get back a serviceable component within 3 working days.
- 7.7. Within the warranty period the Principal shall replace the faulty assemblies or components conforming to the warranty terms by way of sending serviceable assemblies or components to the address indicated by the Distributor.
- 7.8. If the faulty component conforms to the terms of warranty, it is replaced free of charge. If the faulty component doesn't conform to the terms of warranty, the Distributor pays the costs of delivery and the price of the component.
- 7.9. The Principal's guarantee policy is excluded and free after-sales service of the Goods is not performed in the following cases:
- ⌚ the Goods bear evidence of attempted unqualified, unauthorized repairs,
  - ⌚ the defect is caused by changes made in the design or in the circuit diagram which are not provided by the Principal,
  - ⌚ the revealed defects are caused by foreign objects, matter, liquids, insects, animals, etc. found in the Goods,
  - ⌚ failure to observe the Goods operation modes referred in the Operation Manual,
  - ⌚ if the damage was caused by force-majeure circumstances, i.e. power supply failures, lightning, fire, food, etc.

## 8. DISTRIBUTOR TRAINING AND INFORMATION SUPPORT

- 8.1. The Principal shall provide training for the Distributor regarding the order of mounting, operation, maintenance and repair of the Goods. The training takes place in Slovakia within 2 (two) working days.
- 8.2. If the Distributor doesn't have technical knowledge and skills, he is obligated to send his technical representative for the training.
- 8.3. An examination takes place during the assembly of the first unit and is confirmed by a correspondent certification issued by the Principal.
- 8.4. The Principal shall provide consultation and technical assistance to the Distributor for after-sales service of the supplied Goods.
- 8.5. The technical materials including the manual are supplied in English. The Distributor shall translate these materials into the correspondent language.

## **9. PROMOTION**

- 9.1. The Principal provides videos, photos and promo materials in English or in other languages if available. Otherwise the Distributor shall translate these materials into a correspondent language if necessary.
- 9.2. The Distributor shall arrange an independent promotional campaign for the Goods (exhibitions, fairs, workshops, advertising campaigns etc.). This advertising campaign may include, but not limited to:
- ⌚ creating a website,
  - ⌚ participation in exhibitions, fairs, trade shows, workshops,
  - ⌚ articles in newspapers, magazines,
  - ⌚ appearance on TV,
  - ⌚ participation in thematic conferences.
- 9.3. The Distributor shall submit to the Principal copies of all advertising and other promotional materials, which relate to the Goods. Distributor must obtain written permission from the Principal to use such material, prior to actually using it. The Distributor shall not make any representations, claims, or warranties regarding the Goods other than those authorized in writing by the Principal.

## **10. AFTER-SALES SERVICE FOR THE END USER**

- 10.1. The Distributor shall conduct the WBC training for the end users with the following examination covering main topics of operation, daily maintenance and safety of the Goods. If the examination is passed successfully, an operator certification according to the approved form is issued.
- 10.2. The text of the certification and the list of obligatory questions for examination are provided by the Principal.
- 10.3. The Distributor shall ensure delivery, assembly, maintenance, servicing and repair of the Goods in the Territory.
- 10.4. After the assembly of the equipment at the customer's place the Distributor shall send the IRC according to the approved form, which includes the details about the end user and the location of the Goods.

## **11. FINAL PROVISIONS**

- 11.1. All information obtained during performance of the Distribution Agreement, including data on financial standing of the Parties, shall be considered confidential and shall not be disclosed or transferred to the third parties both within the period of validity and after termination of the Distribution Agreement.

11.2. These General Commercial Terms and Conditions govern all contracts between Cryomed s.r.o. as the Principal and ..... as the Distributor.

11.3. These General Commercial Terms and Conditions together with the Distribution agreement No. .... represent the entire agreement between the parties and supersede and render null and void all prior agreements, arrangements or communications between the Parties covering the same or similar subject matter, whether oral or written.

11.4. The parties have read the General Commercial Terms and Conditions, and declare that they have understood the text and are aware of the legal effects following herefrom. They declare that the present document was not signed in distress or under any unilaterally disadvantageous conditions.

11.5. The present General Commercial Terms and Conditions are made in duplicate in English, 1 (one) copy for each Party.

**Principal**

**Cryomed s.r.o.**

**Distributor**

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Ing. Martin Polák

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