

## TERMS AND CONDITIONS

(valid from January 6, 2025)

### 1. INITIAL PROVISIONS

- a) These Terms and Conditions (referred to from here as T&C) issued by **BOFILLEX s.r.o.**, headquartered at Tisová 96, 356 01 Březová, ID#: 284 97 015, registered in the commercial registry kept by the Regional Court in Pilsen under C 43887 (referred to from here as BOFILLEX), sets the rights and obligations of parties to General Purchase Contract (referred to from here as GPC) signed between BOFILLEX and the Customer.
- b) Any provisions deviating from the T&C can only be established by GPC. Provisions that deviate from the T&C in a GPC have priority over provisions in the T&C.
- c) The T&C are an intrinsic part of the GPC. The GPC and the T&C are available in Czech and English where the Czech version always has priority in case of conflicts between the Czech and English versions.

### 2. BASIC TERMS

- a) For the purposes of these T&C, the following terms are defined as:
  - **BOFILLEX** - BOFILLEX s.r.o., headquartered at Tisová 96, 356 01 Březová, ID#: 284 97 015, registered in the registry kept by the Regional Court in Pilsen under C 43887, is the producer of non-alcoholic beverages; the provider of canning services for beverages it produces, beverages provided by the customer, or beverages mixed before canning; as well as the provider of warehousing services.
  - **Customer** – A legal or physical entity interested in BOFILLEX's products or services.
  - **Supplier** – The producer of cans, trays, and wraps for the cans.
  - **GPC** – A framework purchase contract signed by BOFILLEX and the Customer.
  - **BTS** – BOFILLEX's Business Term Sheet.
  - **OF** – BOFILLEX's Order Form.
  - **Partial Purchase Contract** – A partial purchase contract signed by BOFILLEX and the Customer based on a GPC for each individual transaction.

### 3. ORDER PROCEDURE

- a) Every order must be in accordance with the valid T&C based on a signed GPC and according to the BTS that was approved and signed by BOFILLEX and the Customer.
- b) Every order must be made in writing in a prescribed OF and sent to the BOFILLEX e-mail address(es) listed in the BTS.
- c) An order cannot be placed before the fulfilment of the following conditions:
  - 3.c.1. The Customer has supplied the Supplier with an approved can design.
  - 3.c.2. The Customer has approval Supplier the given type of can from the Supplier is appropriate for the beverages. The Customer is thus obligated to send the Supplier 20 litres of the given beverage with a list of ingredients and a fully completed request form at its own costs for a compatibility test.
  - 3.c.3. The Customer has a tray design approved by its producer.
  - 3.c.4. The Customer has a wrap design approved by its producer.

- d) Each order must include fully completed production instructions/procedures, recipe, and product specifications. The OF must also include a clear specification of the packaging (cans, trays, and wraps), to be provided by their suppliers.
- e) In case of producing and canning a new beverage, the Customer must send BOFILLEX the corresponding product information. The volume of production and canning must be tested beforehand and confirmed by BOFILLEX. If any complications arise during initial production and canning or during later production and canning that may have been caused by the product (e.g. because of the basic ingredients and materials, production instructions, canning, etc.) and/or because of missing or insufficient information from the Customer, extraordinary charges will be levied according to Article 12 – production losses, production shutdowns, and other costs to be paid by the Customer. If the deadline for delivery cannot be met because of reasons caused by the Customer, the Customer is responsible for the costs for BOFILLEX changing its production plan.
- f) Once the Customer sends the order to BOFILLEX, the Customer is entitled to cancel or change the order only until BOFILLEX takes delivery of the order.
- g) BOFILLEX will confirm the delivery of the Customer's order by e-mail within 5 days from its delivery. The confirmation by BOFILLEX creates a partial purchase contract between BOFILLEX and the Customer.
- h) Once the partial purchase contract is completed, the Customer's order is incorporated into the production plan and any subsequent costs caused by incomplete or incorrect production procedures will be fully compensated by the Customer. BOFILLEX will notify the customer about the date of launching and completing production in the order confirmation.
- i) BOFILLEX reserves the right to change the production plan, especially for technical or operational reasons.

#### 4. INGREDIENTS AND MATERIALS FOR PRODUCTION

- a) The customer is entitled to provide its own ingredients (e.g. beverages, sirups, aromas) and materials (e.g. packaging) only upon previous agreement with BOFILLEX.
- b) Each individual delivery of production ingredients or materials by the Customer must be announced beforehand in writing by e-mail and approved by BOFILLEX.
- c) Production ingredients and material must be supplied 10 days beforehand at most and 3 days beforehand at least before launching production.
- d) The launch of production may be delayed or the production plan may be cancelled in case of delayed delivery of production ingredients or materials. The Customer is obliged to compensate any damages incurred resulting from late delivery of production ingredients or materials.
- e) All production ingredients and materials can only be delivered in a form, packaging, and manner that is agreed to beforehand and approved by e-mail by BOFILLEX.
- f) All production ingredients and materials must be properly labelled and delivered with all documentation matching information in the OF.
- g) The Customer is obliged to inform BOFILLEX beforehand in writing by e-mail how the production ingredients and materials are to be handled, how they should be stored, and their shelf life and usability. The customer is liable for the correctness of these instructions.

- h) The Customer guarantees there are no risks to BOFILLEX's employees or manufacturing equipment in terms of handling, storing, or delivering the production ingredients and materials.
- i) If the delivered production ingredients or materials do not fulfil the provisions of Article 4, h) of the T&C, BOFILLEX is authorized to reject or end the completion of the order. In either case, BOFILLEX can demand compensation for the partial fulfilment.
- j) The Customer is responsible for the ingredients and materials supplied. BOFILLEX is not obliged to provide advice or to check the composition, quality, or appropriateness of the ingredients and materials delivered for their intended purpose or use, nor to check the correctness of the instructions for their handling, processing, or mixing.
- k) If BOFILLEX is technically capable, the Customer can request BOFILLEX check the delivered ingredients and materials beforehand. The extent and options for these checks must be approved by BOFILLEX beforehand.
- l) The supplied production ingredients and materials that exceed their shelf life or usability cannot be stored by BOFILLEX. The Customer is obliged to immediately remove these ingredients or materials based on a notice by BOFILLEX. If not done within 5 days of receiving the notice in writing by e-mail, BOFILLEX is authorized to dispose of all the production ingredients and materials that exceeded their shelf life or usability at the Customer's expense. This includes antiseptically packaged ingredients where the packaging was damaged.

#### 5. PAYMENT CONDITIONS, PRICES

- a) The Customer is obliged to pay for the Goods based on individual invoices issued by BOFILLEX, and the due date of those invoices is set in the BTS.
- b) BOFILLEX reserves the right to demand advance payment of up 100% of the order value in accordance with the BTS. In this case, payment must be credited to BOFILLEX's account at least 3 working days before BOFILLEX performs the associated partial service (e.g. ordering ingredients, materials, or packaging), otherwise the agreed production deadline cannot be met. If the deposit payment is not paid in full on time, BOFILLEX is authorized to cancel the partial purchase agreement and the GPC at its own discretion.
- c) Payment by the Customer is only possible by bank transfer to the BOFILLEX account without any deductions or charging shared bank fees.
- d) The Customer is obliged to pay BOFILLEX a contractual fine of 0.05% of the total amount per every day in case of a delayed payment.
- e) Goods produced by the Customer remain the property of BOFILLEX until receiving the full payment for the Goods.
- f) The prices of goods and services are listed in the BTS. BOFILLEX is authorized to change the BTS at any time (especially, but not exclusively, in case of an increase in the price of ingredients, energy, or transportation costs). In this case, the changes will be announced to the Customer at least 30 calendar days before taking effect. Changes to the BTS will not affect already-established partial purchase agreements.
- g) Any costs associated with the handling of packaging in a given country (e.g. EKO-KOM in the Czech Republic, SZS in Slovakia, ARA in Austria, DPG in Germany), are exclusively paid by the Customer, and their due payment is confirmed by a legally binding statement that BOFILLEX

sends annually by a set deadline. If this obligation is not fulfilled, the Customer is liable to pay BOFILLEX any damages incurred.

6. PRODUCTION LOSSES, RESIDUE

- a) For technical reasons and the nature of production, BOFILLEX reserves the right to production losses for ingredients, materials, and completed beverages of up to 5%.
- b) For technical reasons and the nature of production, BOFILLEX reserves the right to production deviations in the produced Beverages of  $\pm 10\%$ .
- c) BOFILLEX does not keep any remaining pallets in storage. Each pallet with empty cans that is not completely used in production will be disposed of free of charge after production.
- d) The maximum length of packaging storage (trays, wraps, cans and lids) is 12 months. After that, the Customer will be asked to remove them within 5 days of delivery of the notice. If the packaging materials are not removed by the Customer, they will be disposed of by BOFILLEX at the Customer's expense.

7. STORAGE, STORAGE COSTS

- a) Storage costs are charged to the Customer according to the valid BTS.

8. SHIPPING, DELIVERY

- a) Delivery terms according to INCOTERMS 2020:
  - 8.a.1. EXW (Ex Works) – used in case of transport by lorry. BOFILLEX delivers the goods to the Customer, specifically the authorized hauler at the BOFILLEX storage facility. The customer (the hauler) is responsible for loading. The risk of damage to the Goods transfers to the Customer once the Goods are transferred to the Customer (the hauler) at the BOFILLEX storage facility.
  - 8.a.2. EXW LOADED (Ex Works loaded) – used in case of loading into a container. In this case, BOFILLEX is responsible for loading into the container. In this case, the Customer can be charged according to the valid BTS. The risk of damage to the Goods transfers to the Customer once the container is delivered for transport.
- b) The Customer negotiates the loading date with BOFILLEX in a sufficiently advanced period. This date is considered binding if confirmed by BOFILLEX.
- c) The Customer will provide BOFILLEX with all documents necessary for loading and transport sufficiently in advance of the loading date. The Customer is liable for all costs associated with a delay in delivering these documents. If the Customer (or an authorized individual) does not take delivery of the Goods at the agreed upon time, BOFILLEX charges for the storage costs of the Goods according to Article 7.
- d) The customer has the right to name an independent observer of the loading. The Customer is responsible for the costs for insuring the transportation of the Goods.
- e) BOFILLEX is not responsible for any defects or damages that appear after the Goods are accepted and the risk to damage of the Goods caused by subsequent loading, transport, or storage transfers to the Customer.
- f) As a result of loading in the order of how the lorries arrive, there can be delays and postponements of loading to the next working day (especially in cases where the lorry arrives at BOFILLEX after 2 p.m.). The customer does not have the right to compensation for any costs incurred as a result of these delays or postponements.

#### 9. CUSTOMS STORAGE

- a) BOFILLEX is authorized by the Customs Authority of the Karlovy Vary Region to operate a customs storage facility under the evidence number CZ2313982S001.
- b) The evidence number of the customs storage facility's operator is CZ0013982S000.
- c) This is a storage facility for selected products where BOFILLEX takes delivery of, processes, stores, expedites, and dispatches selected products in accordance with the conditions set in the excise tax law.
- d) BOFILLEX will not release the products into tax-free circulation. The selected canned products will be expedited into the BOFILLEX customs storage facility in the conditional tax-free regime as determined by the Customer. The Customer is obliged to list the evidence number of the target customs storage. The Customer is also obliged to pay the excise tax according to valid legal regulations.
- e) It is permissible for the Customer to ship the selected products from the BOFILLEX customs storage facility to outside the EU. In this case, the Customer is obliged to provide BOFILLEX with all export documents providing the Goods leave EU territory.

#### 10. LABELLING OF PACKAGING

- a) All packaging (cans, trays, wraps, etc.), their designs, content, graphics, texts, labelling, and trademarks that are supplied by BOFILLEX to the Customer are specified by the Customer.
- b) The Customer is wholly responsible for the graphics on the packaging, their correctness, and compliance with the relevant legal regulations, especially with third-party intellectual property rights.
- c) The Customer is wholly responsible for the correctness of texts on the packaging and upholding all legal regulations in all the countries where the Goods will be sold.
- d) The precise conditions and extent of adding visual and graphic elements to the customer's packaging will be directly negotiated with the relevant Supplier (can maker), tray producer, and wrap producer and they will inform BOFILLEX about the results of these agreements.
- e) Although BOFILLEX invoices the packaging materials and their delivery (cans, trays, wraps, labels) on behalf of the Customer, any direct claims between BOFILLEX and the Customer are explicitly prohibited. In case of any conflicts, BOFILLEX will transfer all its claims against the Supplier to the Customer so the Customer can make claims from the Supplier.
- f) BOFILLEX does not check any text materials, especially in terms of content, form, suitability, or any other criteria (i.e. colour, text, font size, spelling, or grammar).
- g) 40x50 mm labels for multipacks/trays and A5/A6 SSCC labels for pallets are printed on the BOFILLEX line. Their visuals are approved by BOFILLEX and the Customer beforehand and must adhere to the technical capabilities of printing.
- h) The shelf life of the completed beverages (consume by date) is printed on the bottom of the cans. It is defined by the Customer according to the ingredients and the characteristics of the beverage and must respect printing capabilities.
- i) BOFILLEX will not be labelled as the producer or manufacturer on the labels or packaging.

#### 11. ANALYSES

- a) BOFILLEX performs checks during production and canning required by law, certification conditions, and internal BOFILLEX rules.

- b) The Customer has the option to order extra controls and analyses in terms of range and frequency. These are charged according to the valid BTS.

## 12. EXTRAORDINARY COSTS

The following rates are set to calculate extraordinary costs:

- 12.a.1. BOFILLEX shutdown – €2,500/h
- 12.a.2. Personnel costs (management) – €150/h
- 12.a.3. Other costs (laboratory) – €120/h
- 12.a.4. Personnel costs (THP/production) – €80/h
- 12.a.5. Personnel costs (graphic design) – €100/h

## 13. DISPOSAL

- a) The following rates are set for the costs of disposing unnecessary or unusable materials and ingredients:
  - 13.a.1. Goods, packaging, ingredients – €0.50/kg
  - 13.a.2. Transportation – €18/pallet
  - 13.a.3. Handling flat rate – €20/item

## 14. GUARANTEE, LIABILITY

- a) BOFILLEX will perform production and canning according to the Customer's specifications in accordance with valid Czech law.
- b) The Customer is aware that because of the nature of the products – beverages – the products are labelled with the shortest shelf life during which the goods retain their specific characteristics and fulfil demands for potability.
- c) BOFILLEX is liable to the Customer to deliver the Goods without any defects. BOFILLEX is especially liable to the Customer for Goods corresponding to the agreed description, variety, and quantity.
- d) The Customer is aware and consents to precise adjustments to the composition of the Goods taking place at the beginning of production (Brix, CO<sub>2</sub>,...), which can cause a slight deviation to the limits of toleration for the Goods.
- e) BOFILLEX is not liable to damages to the Goods resulting from chemical activity of the Goods, their packaging, subsequent modifications, or damage caused by incorrect storage, unskilled manipulation, excessive loads, inappropriate operational equipment, or caused by specific external influences or changes on the part of the Customer or third parties.
- f) Any other guarantees or liability on the part of BOFILLEX to third parties, especially liability for the product, are expressly prohibited. The Customer is liable for the Goods for which it supplied the recipe and production process.
- g) Insignificant composition or shelf-life deviations of the Goods are not a defect of the Goods.
- h) Deviations to the quantity of the Goods delivered must be claimed immediately after delivery of the Goods to the Customer at the point of delivery according to Article 8 of the T&C.
- i) The Customer is obliged to claim all defects of the Goods immediately after their discovery up to the end of the Goods' shelf-life listed on the packaging. The Customer is obliged to claim defects to BOFILLEX in writing to the BOFILLEX e-mail address. Claims must include a description of the individual defects being claimed.



- j) BOFILLEX will evaluate the validity of the claimed defects and will decide the extent of compensation for damages to the Customer in case it deems the claims to be valid.
- k) The maximum amount of compensation for damages by BOFILLEX to the Customer in relation to the GPC and the partial purchase contract must not exceed an amount totalling 20% of the annual turnover (sales value) contracted based on the GPC between BOFILLEX and the Customer.

#### 15. ADVERTISING AND PROMOTIONAL PURPOSES

- a) The Customer agrees that its name, brand, and products can be used for BOFILLEX's advertising and promotional purposes in the form of references. This promotion can include print and electronic media, corporate profiles, pamphlets, catalogues, video and audio recordings, websites, and social networks.

#### 16. TRADEMARKS, INTELLECTUAL PROPERTY, AND PATENT RIGHTS

- a) The Customer expressly states that it holds the right to the trademarks, intellectual property, and patent rights to produce the Goods (from here referred to as intellectual property rights), or if not, it possesses licenses to use this intellectual property and this authorization is valid upon the signature of the GPC and any partial purchase contracts.
- b) The trademark to the design of the Goods and other forms of intellectual property related to the design, recipe, and patents to produce the Goods will always remain the exclusive property of the Customer.
- c) The Customer is obliged to grant BOFILLEX an unexclusive license to produce the Goods for the duration of the GPC to use all forms of intellectual property to produce the Goods to the extent necessary to fulfil the General purchase agreement and the partial purchase agreements.
- d) The Customer is fully responsible to not violate the intellectual property rights of third parties in the production of the Goods by BOFILLEX according to the GPC and the partial purchase agreements.
- e) If the Customer loses these rights or licenses, it is obliged to immediately inform BOFILLEX.
- f) The Customer is obliged to pay damages to BOFILLEX and exclude it from liability for all obligations, damages, costs, fees, and expenses (including adequate costs for legal services) that BOFILLEX incurs in association with lawsuits, demands, and claims levelled at BOFILLEX as a result of violation of third-party rights to intellectual property in BOFILLEX's activities according to the Customer's instructions or by using materials or patents presented by the Customer.

#### 17. CONFIDENTIALITY

- a) The Customer is aware that it may acquire confidential information of a production, technical, or commercial nature within its commercial relations that are trade secrets and must remain confidential.
- b) The Customer is also aware that unauthorized publication, use, or granting access to this information may cause BOFILLEX serious damage and it is obliged to treat all information related to BOFILLEX's commercial relations and trade secrets as confidential and no such information can be provided to third parties, published, or otherwise used for its benefit or to benefit a third party.

- c) In case of violation of this obligation, the customer is responsible to BOFILLEX for all damages created by such actions and the Customer is obliged to pay a contractual fine of €10,000 for each such violation due upon being notified by BOFILLEX.

#### 18. PROCESSING OF PERSONAL DATA

Detailed information about the protection of personal data is listed at [www.bofillex.cz/ochrana-osobnich-udaju](http://www.bofillex.cz/ochrana-osobnich-udaju).

#### 19. FINAL PROVISIONS

- a) All legal relations between BOFILLEX and the Customer or Supplier are subject to Czech laws even in the case of an international element. The resolution of any conflicts is in the full jurisdiction of Czech courts.
- b) In case of conflicts, the jurisdiction of the court of first instance is set as follows: If the matter is in the competency of a regional court, the relevant court is the Regional Court in Pilsen; if it is in the competency of a district court, the relevant court is the District Court in Karlovy Vary.
- c) BOFILLEX is authorized to perform its activities based on a trade license and its activities do not require any other license. The relevant Trade Authority performs oversight of this trade license.
- d) If any provision of the T&C become invalid or ineffective, it will be replaced by a nearly identical provision. Invalidity or inefficacy of one of the provisions does not affect the validity of the other provisions. Changes and additions require a written form.
- e) These T&C are valid from 1 April, 2024 and are available at [www.bofillex.cz](http://www.bofillex.cz) and in physical document form at the BOFILLEX facility located at Tisová 96, 356 01 Březová.

In Tisová on January 6, 2025