

GENERAL TERMS AND CONDITIONS



Sportbalance s.r.o.

ID: 03960293

VAT No.: CZ03960293

Address: Bulharská 1173/37, 612 00 Brno, Czech Republic

www.drillbone.com

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General Terms and Conditions of the business corporation:

Sportbalance s.r.o.

with its registered office at:

Bulharská 1173/37, Královo Pole, 612 00 Brno, Czech Republic

ID: 03960293

The company is entered in the Commercial Register kept at the Regional Court in Brno, Section C, File No 87563/KSBR.

1 Terms

For the purpose of these General Terms and Conditions (“Terms and Conditions”) the following terms shall apply:

- 1.1. The Seller / Supplier – Sportbalance s.r.o., with its registered address at: Bulharská 1173/37, Královo Pole, 612 00 Brno, Czech Republic, ID: 03960293, entered in the Commercial Register kept at the Regional Court in Brno, Section C, File No 87563/KSBR.
- 1.2. The Buyer / Purchaser – Business Entity;
- 1.3. Parties – the Seller / Supplier and the Buyer / Purchaser;
- 1.4. Goods – movable property that is the subject of the sale under these Terms and Conditions;
- 1.5. Purchase Agreement – binding relationship arising from the conclusion of a written purchase agreement or by way defined in these Terms and Conditions; and
- 1.6. Purchase Price – price of the Goods agreed under these Terms and Conditions.

2 Initial provisions

- 2.1. These Terms and Conditions regulate the mutual rights and obligations of Sportbalance s.r.o. (“the Seller”) and the customer or purchaser (“the Buyer”).
- 2.2. Provisions deviating from the Terms and Conditions may be agreed in a Purchase Agreement. Such derogatory provisions agreed in a Purchase Agreement take precedence over the provisions of these Terms and Conditions.
- 2.3. These Terms and Conditions form an inseparable part of the Purchase Agreement. The Purchase Agreement and the Terms and Conditions are rendered in Czech or English.
- 2.4. Buyer’s terms and conditions are not included under the Purchase Agreement, not even if they are expressly refused by the Seller. Use of Buyer’s terms and conditions is ultimately excluded, unless the Seller and Buyer expressly agree otherwise in writing.
- 2.5. The Seller may, from time to time, modify the wording of these Terms and Conditions. This provision shall be without prejudice to rights and obligations arising during the term of validity of the previous text of the Terms and Conditions. Changes to the Terms and Conditions shall be notified to the Buyer via e-mail at least 30 days before the effective date of the change. The Buyer is obliged to get acquainted with the modified Terms and Conditions. If the Buyer does not agree with the change of the Terms and Conditions, he/she is entitled to a written termination of the Purchase Agreement within 15 days from the notification of the change to the Terms and Conditions. In such a case, the contractual relation between the Buyer and Seller shall be terminated on the day preceding the effective date of the new version of the Terms and Conditions.

3 Purchase Agreement

- 3.1. By the Purchase Agreement the Seller undertakes to deliver to the Buyer the Goods and to transfer the ownership right to the Goods onto the Buyer and the Buyer undertakes to take over the Goods and pay the Purchase Price.
- 3.2. Purchase Agreement is concluded in each of the following situations:
- a. The Seller confirms the reception of the Buyer’s order within its entirety and without any other amendments, reservations, or any other changes compared to the wording of the order submitted by the Buyer. Confirmation of an order containing amendments, reservations, limitations, or any other modifications is considered a rejection of an order and shall constitute a new Seller’s draft concluding a Purchase Agreement, including in case of such an amendment, reservation, limitation, or any other modification that does not substantially change the conditions of the order. In such a case the Purchase Agreement shall be concluded only if the Buyer confirms the Buyer’s new draft and delivers it back to the Seller. Confirmation of an order is considered also its posting by regular mail or handover of the Goods in accordance with the order to the Buyer;
 - b. The Buyer confirms the Seller’s offer in its entirety and without any other amendments, reservations, or any other changes compared to the wording of the offer submitted by the Seller;
 - c. If the Purchase Agreement is not concluded according to letter a. or b. of this article, the agreement is concluded upon acceptance of the Goods by the Buyer and confirmation of the delivery document; or
 - d. If the Purchase Agreement is not concluded according to letter a., b. or c. of this article, the agreement is also concluded upon acceptance of the Goods by the Buyer and payment for them.

4 Rights and obligations of the Parties

- 4.1. The principal obligation of the Seller is to deliver the Goods to the Buyer, to hand over the relevant documents and to transfer the ownership right to the Goods onto the Buyer in accordance with the provisions of the Terms and Conditions and/or the Purchase Agreement.
- 4.2. The principal obligation of the Buyer is to pay the Purchase Price for the Goods in the agreed payment term and to take over the delivered Goods in accordance with the provisions of the Terms and Conditions and/or the Purchase Agreement.
- 4.3. A Buyer who has concluded a written purchase agreement with the Seller is obliged to notify the Seller in writing about the change of his/her identification data that is always an essential part of a contract together with the next order, but no later than within 10 calendar days from the date of effect of such change. This particularly includes the change of name and surname, business company or business name, legal form, registered address / place or address of business, company ID, VAT No, change of company representatives, telephone numbers, as well as amalgamation or merger with another entity.

5 Orders

- 5.1. The Buyer shall order the Goods by e-mail or in writing. By submitting an order the Buyer confirms to have been acquainted with these Terms and Condition, to have understood and agreed with them in the wording valid and effective at the moment of submitting the order.
- 5.2. The Buyer shall provide the information stated in the Purchase Agreement, in particular:
- Buyer’s identification data;
 - type of the ordered Goods; and
 - the number of items separately per each type of the ordered Goods.

If the Seller considers the data stated in the order inaccurate or incomplete, he/she shall inform the Buyer about this fact and request completion.

- 5.3. A change of an order confirmed in writing or its cancellation, as well as the Seller's offers accepted in writing by the Buyer, can be made only upon mutual written agreement approved by both Parties. The Seller is entitled to enforcing the right to the compensation of damage and effectively incurred costs in relation to a change or cancellation of an order confirmed in writing or written confirmation of order reception by the Buyer to the Seller. In such a case the Seller shall immediately inform the Buyer in writing about the occurrence and estimated value of such costs.

6 Delivery

- 6.1. The Seller shall deliver the Goods in the quantity, quality, and design specified in the Purchase Agreement or order. Together with the Goods the Seller shall supply to the Buyer the documents that are expressly stated in the Purchase Agreement. If such documents are not expressly stated in the Purchase Agreement, the Seller shall supply to the Buyer all the documents needed for the takeover, free disposal and use of the Goods, unless the Parties have agreed otherwise, or the subject of the Purchase Agreement is a sale of unregistered medical devices for the use of which the Seller has not been issued an appropriate license (Goods sold for "unlicensed use" or "off-label use").
- 6.2. The Seller is entitled to deliver the Goods at any time during the delivery term specified in the Purchase Agreement or order. If a delivery term is not specified, it is considered that the Goods shall be delivered within 8 weeks from the date of Purchase Agreement conclusion.
- 6.3. The goods will be delivered in accordance with EXW Brno Incoterms 2020, unless the Parties agree otherwise.
- 6.4. Partial deliveries of the Goods are acceptable only unless not specified otherwise by a written agreement between the Parties.

- 6.5. The actual delivery of the Goods shall be executed via external shipping company at the expense of the Buyer unless not specified otherwise by a written agreement between the Parties.
- 6.6. Compliance with delivery deadlines is conditioned by the meeting of the contractual obligations by the Buyer. The delivery term shall be reasonably extended in cases when the delivery of the Goods is delayed due to unexpected events, in particular lack of energies or raw materials, strike, lockout, official measures, or by delay or non-performance of subcontracts, as well as similar situations under Section 2913 Art. 2 of the Civil Code. If the obstacles under the previous sentence persist longer than 1 month, or in the event of a stop in service of the Seller’s business or the business of the Seller’s subcontractor, the Seller is entitled to withdraw from the Purchase Agreement.
- 6.7. Seller’s delay with the delivery of the Goods does not constitute a substantial breach of the Purchase Agreement.
- 6.8. The Buyer is obliged to take over the delivered Goods. If the Buyer fails to take over the Goods within the delivery term, the Seller may, according to his/her choice, to either send the Goods back to the Buyer at the Buyer’s risk and expense or to store the Goods at the Buyer’s risk and expense. The Seller is further entitled to entirely or partially withdraw from the Purchase Agreement.
- 6.9. The proof of delivery of the Goods is an invoice or delivery document (dispatch or delivery note) containing the specification of the Goods, the delivered and accepted quantity, purchase prices per unit of quantity and price per item of the Goods and per the entire order. Upon the takeover of the Goods from the carrier the Buyer shall check the integrity of the Goods packaging and in case of any discrepancy immediately report it to the carrier and to the Seller. In the event of finding a violation of the packaging indicating unauthorized entry into the consignment the Buyer may not take the shipment over from the carrier. By signing the delivery note the Buyer confirms that the shipment of the Goods was meeting all the conditions and requirements, and that any subsequent complaint

concerning the violation of the packaging cannot be taken into account.

- 6.10. Unless otherwise agreed in writing by the Parties, the ownership right to the Goods transfers onto the Buyer at the moment of full payment of the Purchase Price including any potential contractual penalty.
- 6.11. The risk of damage to the Goods transfers onto the Buyer at the moment of the handover of the Goods to the Buyer according to the respective Incoterms rule or by its sending or handover to the carrier unless otherwise agreed in writing by the Parties.
- 6.12. If there is a delay on the part of the Buyer in taking over the Goods, the risk of damage to the Goods transfers onto the Buyer on the first day of such delay.

7 Purchase price

- 7.1. The Purchase Price of the Goods is the contractual price and it is determined in a written Purchase Agreement, valid Buyer’s order, or valid Seller’s offer. Agreement on the Purchase Price of the Goods arises also upon the Buyer paying the Purchase Price immediately before the takeover or after handover of the Goods in the amount requested by the Seller.
- 7.2. The Buyer shall pay the Purchase Price even if the Goods were damaged, destroyed, or lost after the transfer of the risk of damage to the Goods onto the Buyer.
- 7.3. The Purchase Price is a price excluding costs of non-standard packaging, shipping, insurance, and customs fees, unless specified otherwise in writing by the Parties. Unless specified otherwise, the Purchase Price is stated exclusive of VAT.
- 7.4. The price of the Goods and any potential costs related to the delivery of the Goods under the Purchase Agreement shall be paid by the Buyer to the Seller by any of the following ways:

- in cash (if the legal regulations allow this way) at the Seller’s registered address at: Sportbalance s.r.o., Bulharská 1173/37, Královo Pole, 612 00 Brno, Czech Republic; or
- in cash upon delivery (if the legal regulations allow this way) at a place specified by the Buyer in the order; or
- by wire transfer to the bank account of the Seller specified in the invoice.

7.5. The Purchase Price is due to the due date stated on the invoice. The Seller may request the payment of the full Purchase Price before dispatching the Goods to the Buyer.

7.6. Where this is customary in business relations or if so stipulated by generally binding legal regulations, the Seller shall issue to the Buyer a tax document as per the payments performed upon the Purchase Agreement – an invoice that shall be sent in hard copy or in electronic form to the Buyer’s address pursuant to the valid legislation.

7.7. PFor the event of the Buyer’s delay with the payment of the Purchase Price or part thereof, or any other obligation issuing from the Purchase Agreement or any other contract concluded between the Seller and the Buyer and/or these Terms and Conditions, the Parties shall agree on the Buyer’s obligation to pay to the Seller a contractual penalty in the amount of 0.1 % of the due sum per each day of the delay, starting on the day following the payment term until full payment. The Seller’s right to compensation is not affected.

8 Liability for damage to the Goods, Warranty

8.1. The rights and obligations of the Parties regarding the Seller’s liability for damage, including the Seller’s warranty liability shall be governed by relevant generally binding legislation (in particular the provisions of the Civil Code).

- 8.2. The Seller is responsible for ensuring that the Goods will demonstrate the properties specified in the Purchase Agreement, or the usual properties, for 1 year. The warranty period starts running on the day of the takeover of the Goods by the Buyer. The warranty doesn't cover normal wear and tear of the Goods.
- 8.3. The Seller is not liable for any damage to the Goods occurred after the transfer of the risk of damage to the Goods onto the Buyer without the Seller's fault, for any damage occurred due to incorrect handling, use, storage, excessive wear and tear, as well as damage caused by the Buyer or any third party. The Buyer shall use the Goods in accordance with the Instructions for Use and Surgical Technique available at <https://drillbone.cz/en/downloads/>. In no event shall the Seller be liable for any defects arising from a procedure contrary to the Instructions for Use and/or the Surgical Technique relevant for the Goods in question, nor shall the warranty provided by the Seller apply to such defects.
- 8.4. The Buyer shall thoroughly inspect the Goods after the delivery and without any unnecessary delay, and to check the Goods or have it checked for any damage.
- 8.5. In case of defect occurrence, the Parties agree that the Buyer has the right to the defect removal by repair of the Goods or, if the Seller decides that the defect is irremovable or the defect is of a large extent, by the delivery of new Goods.
- 8.6. Before conclusion of the Purchase Agreement, the Buyer is obliged to verify whether the delivery of the Goods outside the Czech Republic does not contradict the binding legal regulations in the state of delivery of the Goods. In the event that the Goods are to be shipped to the Buyer outside the Czech Republic, the Seller shall not be liable for compliance of the Goods with law of the state of delivery of the Goods. This liability is borne solely by the Buyer. The Buyer also undertakes to compensate any damage caused to the Seller due to the import of the Goods to the Buyer.
- 8.7. If the subject of the Purchase Agreement is the sale of unregistered

medical devices for the use of which the Seller has not been issued an appropriate license (Goods sold for "unlicensed use" or "off-label use"), the Seller doesn't guarantee that it is permitted under local law to use Goods in the state in which the Goods are to be used. This liability is borne solely by the Buyer. The Buyer also undertakes to compensate any damage caused to the Seller by the use of the Goods sold for "unlicensed use" or "off-label use" outside the Czech Republic by the Buyer or a third party.

9 Procedure for claiming and handling complaints

- 9.1. If the delivered Goods show any defect, the Buyer shall claim this defect or defects of the Goods to the Seller without any unnecessary delay immediately after finding out. The Buyer shall demonstrate the defects of Goods to the Seller in a credible way. The Buyer shall store the Goods claimed for defects separately from other Goods and shall not handle the Goods in a way that could make it difficult or impossible to inspect the claimed damage by the Seller.
- 9.2. The complaint must be written (delivered to the Seller by registered mail, e-mail or in person) and shall specify the character of the defect. The Buyer is obliged to attach photos of respective Good and defects at the Seller's request. The Seller shall within 30 calendar days after receiving the complaint together with all required documents necessary to process the complaint notify the Buyer in writing about the assessment of the complaint. This period may be extended upon mutual agreement between the Parties. Even after this period the Seller may reject the complaint if it proves to be illegitimate.
- 9.3. In the event of a visible damage to the consignment (packaging or Goods) it is necessary to immediately write down a record about consignment damage with the carrier. Later complaints will not be taken into account.
- 9.4. The complaint procedure does not affect the Buyer's obligation to pay the full Purchase Price for the Goods duly and in time.
- 9.5. The Buyer's rights issuing from the warranty and Seller's liability for

damage shall not apply if the Buyer knew about the discrepancy with the Purchase Agreement prior taking over the Goods or actually caused the discrepancy with the Purchase Agreement.

10 Lease Agreement

- 10.1. By the Lease Agreement, the Supplier undertakes to deliver the Goods to the Purchaser and to allow the Purchaser to use them for a fixed period of time, as defined in the Lease Agreement, and the Purchaser undertakes to use the Goods in the agreed manner for the duration of the Lease Agreement, to pay the Supplier the rental fee in due and timely manner and to return the Goods to the Supplier at the end of the period specified in the Lease Agreement in the same condition as it was upon takeover, taking into account normal wear and tear caused by proper use. The Purchaser shall always pay for repair of minor defects, the value of which shall not exceed $\frac{1}{2}$ of the agreed monthly rental fee for the lease of the Goods.
- 10.2. The rental fee shall be paid by the Purchaser monthly in the amount set out in the Lease Agreement, to the Supplier's bank account. Delay in payment of the rental fee for more than 15 days shall be considered a material breach of agreement for which the Supplier shall be entitled to withdraw from the Lease Agreement.
- 10.3. In the event of delay in returning the Goods, the Purchaser shall be obliged to pay the Supplier a contractual penalty in the amount of two times the rental fee agreed in the Lease Agreement for the period during which the Purchaser would be in default. The Supplier's right to compensation is not affected.
- 10.4. The Supplier and the Purchaser may agree in the Lease Agreement or during the term of the lease that the ownership to Goods shall be transferred to the Purchaser upon termination of the Lease Agreement, subject to agreed terms and conditions. The termination of the Lease Agreement shall in such case lead to the conclusion of the Purchase Agreement.

10.5. All provisions of these Terms and Conditions shall apply in full to the rights and obligations of the Parties under the Lease Agreement, unless the Lease Agreement provides otherwise or it contradicts the meaning and the purpose of the Lease Agreement. In particular Articles 4 and 8.2 of these Terms and Conditions shall not apply.

11 Correspondence

11.1. Unless specified otherwise, all correspondence relating to the Purchase Agreement shall be delivered to the other Party in writing, by means of electronic mail, personally upon proof of delivery, or by registered mail through relevant provider or postal services (of sender's choice).

11.2. A notification, message, or consignment is considered delivered:

- in case of delivery by electronic mail by the moment of its reception by the delivered mail server;
- the integrity of messages sent via electronic mail may be secured by certificate;
- in the event of delivery by personal means or via provider of postal services by the takeover of the consignment by the addressee;
- in the event of personal delivery or by means of provider of postal services also by the refusal of taking over the consignment if the addressee (or any entity entitled to act on his/her behalf) refuses to take over the consignment; or
- in the event of delivery by provider of postal services by the passing of 10 days from the storage of the consignment and notification of the addressee to pick up the stored consignment if the consignment is stored by the provider of the postal services, also in the event the addressee did not know about the storage of the consignment.

12 Liability for damage, damage compensation

- 12.1. The liability of the Parties for damage shall be governed by the relevant provisions of the Civil Code, unless specified otherwise in these Terms and Conditions and/or in the Purchase Agreement.
- 12.2. The Seller is responsible to the Buyer for damage caused due to the breach of obligations arising for the Seller from the contractual relationship by virtue of these Terms and Conditions and/or Purchase Agreement.
- 12.3. The Parties have agreed that the amount of compensation caused to the Buyer shall be limited only to the amount of Purchase Price of the Good in respect of which the damage event occurred. This limitation does not apply if the damage was caused by the Seller intentionally or due to gross negligence. Compensation for lost profits or any indirect or consequential damages in any way incurred by the Parties or third parties is excluded.
- 12.4. The respective Party shall be released from the liability from a breach of Agreement if it proves that an extraordinary unpredictable and insurmountable obstacle arising independently of its will (“Force Majeure”) had prevented it, temporarily or permanently, from delivering its obligations pursuant to the Purchase Agreement. The Party that had breached, is breaching, or is expecting to breach, with respect to all known facts, its obligation arising from the Purchase Agreement upon a Force Majeure event shall immediately inform the other Party about such breach or event and make all possible efforts to avert such an event or its consequences and to eliminate them.

13 Personal data protection and security

- 13.1. The Parties undertake to maintain confidentiality regarding information of third parties, which they learn in connection with the performance of the Purchase Agreement, and which is not publicly known.
- 13.2. When processing personal data, the Seller proceeds in accordance with

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 (GDPR) and national legislation governing the processing of personal data, in particular Act No. 110/2009 Coll., on the processing of personal data. Information on the principles and procedures for processing personal data is provided at www.drillbone.com.

- 13.3. Detailed information about Personal Data processing may be provided to the Buyer upon his/her application submitted via the Seller’s contact e-mail: info@drillbone.com.
- 13.4. The Buyer also agrees with the saving of the cookies on his/her mobile or any other device. The Buyer may, at any time, withdraw from the consent with the use of cookies not required for the conclusion and performance of the Purchase Agreement.

14 Final Provisions

- 14.1. The Seller is entitled to the sale of the Goods upon the Trade Entry and an entry in the Commercial Register kept at the Regional Court in Brno, Section C, File No 87563/KSBR, and the activity of the Seller is not subject to any other authorization. Trade license inspection is performed by the relevant Trade Licensing Authority upon its scope of competence.
- 14.2. If any of the provisions of the Terms and Conditions becomes invalid or ineffective, or becomes so, the invalid provision shall be replaced by a provision with a meaning as close to the invalid provision as possible. The invalidity or ineffectiveness of one provision does not affect the validity of the remaining provisions. Changes and amendments to the Purchase Agreement or the Terms and Conditions require written form.
- 14.3. The Buyer acknowledges that purchasing Goods from the Seller does not constitute any rights to use registered trademarks, commercial names, company logos or patents of the Seller, unless otherwise agreed in

a specific case by a special agreement.

- 14.4. These Terms and Conditions are valid and effective from the date of their publication till the publication of new General Terms and Conditions and shall repeal all previous versions of the Terms and Conditions.
- 14.5. The relevant parts of the Terms and Conditions and/or Purchase Agreement apply until the date of ultimate settlement of the rights and obligations between the Seller and the Buyer.
- 14.6. These Terms and Conditions are mandatory also for the legal successors of the Parties.
- 14.7. Change of rights and obligations arising from a concluded Purchase Agreement, as well as full or partial delegation of the Buyer's rights and obligations arising from this Purchase Agreement are subject to the Seller's consent. The Seller is entitled to delegate all the rights and obligations arising from this Purchase Agreement to a Third Party.
- 14.8. The Parties declare that neither of them feels and considers itself a Party weaker in comparison to the other Party and that they had the opportunity to get acquainted with the text and content of the Purchase Agreement and these Terms and Conditions, that they understand the meaning, wish to be bound by it, and that they had sufficiently discussed the contractual provisions together.
- 14.9. The Parties explicitly exclude the use of Sections 1726, 1728, 1729, and 1740 Art. 3 of the Civil Code.
- 14.10. The Purchase Agreement, including the Terms and Conditions, shall be archived in an electronic form by the Seller.
- 14.11. The contractual relationships between the Parties are governed by the legislation of the Czech Republic.
- 14.12. By concluding a Purchase Agreement between the Seller and the Buyer the Parties acknowledge that their mutual contractual relationship shall

be governed by the regime of the Civil Code as well as by other relevant legislation. Any potential disputes between the Parties shall be judged by courts in the Czech Republic.

14.13. Seller's contact information: delivery address: Sportbalance s.r.o., Bulharská 1173/37, Královo Pole, 612 00 Brno, Czech Republic, electronic mail address: info@drillbone.com.

Brno, on 14th September 2023

MUDr. Filip Hudeček – Company Executive

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