

The following General Terms and Conditions for Sale of Equipment and Provision of Services (hereinafter – **Terms**) apply to all sales of equipment and services by FEMTIKA, UAB, and (or) any of its affiliates (hereinafter – **FEMTIKA**) to the purchaser (hereinafter – the **Purchaser**). Hereinafter FEMTIKA and the Purchaser together are referred to as the **Parties** and each separately – as the **Party**.

## 1. DEFINITIONS

1.1. Whenever used in these Terms, either in singular or in plural form, the following words and phrases, unless the context otherwise requires, shall have the following meanings:

1.1.1. “**Applicable Law**” shall mean the laws applicable in the Republic of Lithuania as such laws now exist or may be changed or amended or come into effect in the future.

1.1.2. “**Business Day**” shall mean any day of the week from Monday to Friday inclusive, except Saturdays, Sundays and national holidays in accordance with the Applicable Law.

1.1.3. “**CC**” shall mean the Civil Code of the Republic of Lithuania as it now exists or may be changed or amended in the future.

1.1.4. “**Confidential Information**” shall mean any commercial, financial, industrial, technical or any other type or nature of information, documents or data related to the activities, business or commercial information and affairs, financial position, customers, Goods and (or) Services provided, strategies and (or) development of FEMTIKA or related to FEMTIKA; provided by FEMTIKA in any form, directly or indirectly (in writing, verbally, visually or in any other form, including but not limited to electronic and digital media) to the Purchaser (i.e. its directors, authorized personnel, consultants or other persons representing Purchaser involved in the performance of the respective Order and (or) other Purchase Document), or which has become known to the Purchaser in any other way during the performance of the respective Order and (or) other Purchase Document, regardless of whether or not this information was labelled as “confidential”.

1.1.5. “**Contractual Relations**” shall mean the respective contractual relations between the Parties on the basis of the Purchase Documents, to which these Terms are applicable in full.

1.1.6. “**Data Controller**”, “**Data Processor**”, “**Data Subject**” each shall have the meanings set out in the GDPR.

1.1.7. “**Event**” shall mean any event, which is unforeseeable, unavoidable and outside of the area of influence of FEMTIKA and for which FEMTIKA is not responsible (such as act of God, war, act of terrorism, epidemic, natural disaster, strike, lockout, occupation, government measures, shortage of energy or materials, fire, flood, explosion, transportation and operational problem, failure by third parties to properly fulfil their contractual obligations, sovereign act (whether lawful or unlawful) or similar event).

1.1.8. “**GDPR**” shall mean the Regulation (EU) 2016/679 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).

1.1.9. “**Goods**” shall mean all and any goods sold and transferred by FEMTIKA to the Purchaser pursuant to these Terms.

1.1.10. “**IP**” shall mean shall mean intellectual property, i.e. patents, utility models, rights to inventions, copyright and related rights, moral rights, trademarks and service marks, business names, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights to use, and protect the confidentiality of, Confidential Information (including know-how and trade secrets), image rights, rights in personality and similar rights, and all other intellectual property rights, in each case whether

registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection, which subsist or will subsist now or in the future in any part of the world.

- 1.1.11. **“Order”** shall mean the order submitted by the Purchaser to FEMTIKA in order to purchase Goods and (or) Services from FEMTIKA.
- 1.1.12. **“Personal Data”**, **“Personal Data Breach”** each shall have the meanings set out in the GDPR.
- 1.1.13. **“Price”** shall mean the price, which shall be paid by the Purchaser to FEMTIKA for the Goods and (or) Services, specified in the Purchase Documents or otherwise agreed between the Parties in writing.
- 1.1.14. **“Purchase Documents”** shall mean all Orders, proposals by FEMTIKA and confirmations of Orders, quotations, schedules.
- 1.1.15. **“Services”** shall mean the services provided by FEMTIKA to the Purchaser pursuant to these Terms.
- 1.1.16. **“Software”** shall mean the software developed by FEMTIKA for the proper use of certain Goods and which accompanies them.

## 2. **GENERAL PROVISIONS**

- 2.1. Upon placing the Order, but no later than upon the acceptance of the Order by FEMTIKA, the Purchaser acknowledges the sole binding application of these Terms. These Terms apply to all Purchase Documents even if they are not explicitly referenced therein unless Parties explicitly agree otherwise in writing.
- 2.2. By placing the Order, the Purchaser explicitly confirms that it seeks to enter into the Contractual Relations for purposes related to its business, trade, craft or profession (other than for consumption purposes) or for dual use purposes, i.e. for both consumption and commercial purposes, but in the light of all circumstances, commercial purposes prevail.
- 2.3. Should the Purchaser use conflicting, deviating or otherwise different terms and conditions, unless FEMTIKA has expressly accepted such terms and conditions in writing, their application in relation to FEMTIKA is excluded even if they have not been expressly contradicted by FEMTIKA. Any such additional or conflicting terms shall be considered null and void.
- 2.4. Any offers, proposals and other communication by FEMTIKA shall not constitute an offer by or on behalf of FEMTIKA within the meaning of the Applicable Law. The Contractual Relations between FEMTIKA and the Purchaser shall be not deemed formed until FEMTIKA provides a written confirmation of the Order or otherwise clearly, explicitly and in writing expresses its consent to enter into the Contractual Relations with the Purchaser. Any other intentions, arrangements or understandings between the Parties not meeting the criteria established in this Clause, *inter alia*, oral or implied by action, shall be considered null and void.

## 3. **DELIVERY**

- 3.1. All and any delivery dates and delivery periods stated in the Orders shall be binding only if they have been confirmed by FEMTIKA in writing. The periods specified in this Clause shall commence upon the date of their confirmation by FEMTIKA as provided in this Clause. If the Purchaser intends to modify and (or) supplement the Order after its confirmation by FEMTIKA, the Order shall be deemed modified and (or) supplemented only following the written confirmation by FEMTIKA. If the Parties agree to modify and (or) supplement the Order, which has been already confirmed, pursuant to this Clause, the periods specified in this Clause shall be extended accordingly.

- 3.2. All and any Events shall release FEMTIKA for the duration of respective Event from its duty to make timely delivery of Goods or Services. FEMTIKA shall inform the Purchaser about the occurrence of the Event in a timely manner. In no cases with respect to the Event FEMTIKA shall be obliged to procure replacement goods from any third parties. If the Event continues for more than sixty (60) consecutive calendar days, either Party shall be entitled to cancel the respective Order unilaterally to the extent affected by the Event by submitting a written notice to the other Party.
- 3.3. Unless the Parties agree otherwise in writing, EXW (Ex Works) pursuant to the Incoterms® 2021 rules shall be applicable to all and any deliveries pursuant to these Terms. With respect to this Clause, the Goods shall be collected at the location in the Republic of Lithuania specified by FEMTIKA in writing.
- 3.4. If the Purchaser fails to accept the Goods within the term specified in Clause 3.1 of these Terms, FEMTIKA shall be entitled to cancel the respective Order unilaterally due to the fault of the Purchaser and require compensation as established in Clause 16.4 of these Terms.

#### **4. TRANSFER OF RISK**

- 4.1. The risk or liability for the Goods transfers from FEMTIKA to the Purchaser when the Goods are made available to the Purchaser at the term specified in Clause 3.1 of these Terms.

#### **5. PRICE**

- 5.1. Unless the Parties agree otherwise in writing, any additional taxes not covered by the Price shall be borne by the Purchaser. The rule specified in this Clause applies in particular to all VAT or similar taxes in the Republic of Lithuania. Such taxes shall be invoiced in the relevant amount provided by the Applicable Law and shall be paid by the Purchaser accordingly.
- 5.2. The Purchaser shall only be entitled to set off counterclaims or withhold payments due to such claims if its counterclaims are undisputed or have been declared final and absolute or result from the Order and (or) other Purchase Document under which the relevant delivery was made.
- 5.3. If FEMTIKA, following the entry into the Contractual Relations, becomes aware of the risk of a lack of ability to make payment on the part of the Purchaser, FEMTIKA shall be entitled to execute outstanding deliveries only against prepayment or a payment guarantee. If the prepayment or payment guarantee specified in this Clause is not provided even upon the expiration of a reasonable period of grace, FEMTIKA may cease deliveries until the prepayment or the payment guarantee is provided or may cancel the respective Order and (or) other Purchase Document and require compensation as established in Clause 16.4 of these Terms.
- 5.4. The day of payment for the Order and (or) other Purchase Documents is the day on which the funds are credited to the bank account of FEMTIKA.

#### **6. INTERNATIONAL SALES**

- 6.1. The Purchaser must comply with all and any requirements applicable to it concerning export, import, international sales / transfers of the Goods and (or) sales / transfers of the Goods within the European Union. If applicable, the Purchaser shall retain all required evidence (e.g. export notices) confirming the export of the Goods and provide them to FEMTIKA, if requested. Otherwise, FEMTIKA, in certain cases, could be entitled to charge VAT to the Purchaser afterwards.

#### **7. RETENTION OF TITLE**

- 7.1. The Goods shall remain in the full ownership of FEMTIKA until the full payment under the respective Order and (or) other Purchase Documents.
- 7.2. Until the transfer of ownership of the Goods as described in Clause 7.1 of these Terms, the following shall apply:
  - 7.2.1. the Purchaser shall ensure proper storage and protection of the Goods;

- 7.2.2. the Purchaser shall ensure that the Goods subject to the retention of title may be separated from other items owned by the Purchaser or other third parties and can be identified at any time;
- 7.2.3. the Purchaser shall provide FEMTIKA with all information reasonably required to FEMTIKA in order to ensure that the Purchaser complies with the obligations set forth in this Clause 7.2, to enable the Goods to be inspected by FEMTIKA or any third parties authorized by FEMTIKA for this purpose at any time;
- 7.2.4. if the Purchaser breaches any of its major obligations under these Terms in, such as payment obligations under the respective Order and (or) other Purchase Documents as established in Clause 16.2.1 of the Terms, notwithstanding other rights, FEMTIKA is entitled to cancel the respective Order and (or) other Purchase Documents due to the fault of the Purchaser and repossess the Goods subject to the retention of title. In the event FEMTIKA presents written claim to the Purchaser for the surrender of the Goods subject to the retention of title, the Purchaser shall immediately grant FEMTIKA or any third parties authorized by FEMTIKA access to the Goods subject to the retention of title and surrender them. The remedy of FEMTIKA established in this Sub-clause shall not in any way limit other remedies of FEMTIKA established in these Terms, *inter alia*, the right to demand the compensation pursuant to Clause 16.4 of these Terms.

## 8. TESTS

- 8.1. The costs related to any test procedures performed at the initiative of the Purchaser or other third parties shall be reimbursed by FEMTIKA only if the reimbursement of such costs is clearly and in writing approved by FEMTIKA in advance.

## 9. QUALITY

- 9.1. The agreed quality of the Goods is measured solely by the specific agreements on properties, features and performance characteristics of the Goods made in writing between the Parties.
- 9.2. Unless the Parties agree otherwise in writing, FEMTIKA shall not assume any warranty for the suitability of the Goods for a certain purpose of application intended by the Purchaser. The Purchaser alone shall be responsible for the decision whether the Goods complying with the Clause 9.1 of are suitable for a certain purpose and for the nature of their use.
- 9.3. Any information contained in informational material provided to the Purchaser by FEMTIKA or otherwise made publicly available shall not be considered as guarantees for a particular quality or durability of the Goods. Any requirements on quality or durability of the Goods shall be agreed in writing between the Parties as established in Clause 9.1 of these Terms.
- 9.4. The Purchaser shall immediately inspect the Goods upon their delivery to the Purchaser and notify FEMTIKA in writing about all and any defects of the Goods within fourteen (14) calendar days following their delivery. To the maximum extent permitted by the Applicable Law, FEMTIKA shall not be liable for any claim concerning all and any defects of the Goods which does not meet the requirements set out in this Clause.
- 9.5. In the case of each notice of a defect, FEMTIKA shall be entitled to inspect and test the Goods in question. The Purchaser shall grant FEMTIKA the necessary time and opportunity to do so.
- 9.6. If the Goods are defective and the Purchaser complied with the requirements set forth in this Article, FEMTIKA shall immediately replace the defective Goods with the Goods of suitable quality.
- 9.7. If FEMTIKA fails to perform its obligation established in Clause 9.6 of these Terms, the Purchaser shall be entitled to request, at its own choice:
  - 9.7.1. to reduce the Price accordingly;

9.7.2. to request FEMTIKA to reimburse the costs of the Purchaser for the elimination of the respective defects, if such defects may be eliminated;

9.7.3. to cancel the respective Order and (or) other Purchase Documents, if the sale of the defective Goods is a material breach, i.e. if the Goods cannot be used for their intended purpose.

## 10. **LIABILITY**

10.1. Liability of FEMTIKA under these Terms and Purchase Documents shall be limited to the value of the purchased Goods (or) Services under the particular Purchase Documents.

10.2. Except in case of wilful misconduct or gross negligence, FEMTIKA shall never be liable for any direct or indirect loss, including loss of use, revenue, savings, profit, interest, goodwill or opportunity, costs of capital, costs of replacement or substitute use or performance, loss of data, any claims arising from the third-party contracts of the Purchaser, or for any type of indirect, special, liquidated, punitive, exemplary, collateral, incidental or consequential damages, or for any other loss or cost of a similar type and trading loss which results from the infringement of any intellectual or industrial property right, license or any other right of third parties.

10.3. In case the Purchaser fails to pay for the Goods and Services according to the terms of payment, which is specified in Purchase Documents, the Purchaser shall pay the interest at the rate of 0.05 % for each calendar day of delay on the amount not paid on time. This interest is considered to be the minimum losses of FEMTIKA that do not need to be substantiated. The Purchaser must also cover all other losses of FEMTIKA that are not covered by the interest specified in this Clause.

## 11. **INDEMNIFICATION**

11.1. The Purchaser undertakes to indemnify, defend and hold harmless FEMTIKA, its affiliates, officers, directors, employees, its permitted consultants, and agents from and against any and all third-party claims, liability, damages and (or) costs (including, but not limited to, attorneys' fees and court costs) arising from:

11.1.1. any negligent or intentional act or omission or intentional misconduct by the Purchaser in connection with these Terms and (or) Purchase Documents, or

11.1.2. any breach or potential breach of the Purchaser arising from legal acts, court decisions or any other mandatory regulations or rulings applicable to the Purchaser; or

11.1.3. any claim or demand arising from the agreements or other contractual relations between the Purchaser and any third party.

## 12. **FORCE MAJEURE**

12.1. Both Parties shall not be considered liable for default on the entire Terms or Purchase Documents or a part thereof, due to force majeure case, which was beyond the control of the Party or impossible to reasonably predict at the moment of entering into the Contractual Relations between the Parties, and the occurrence of the consequences whereof could not have been prevented. Insufficient financial resources of the Party or violation of obligations of the contracting parties thereof shall not be considered as force majeure. The Parties confirm that at the time of entering into the Contractual Relations they are not aware of force majeure circumstances which the Parties cannot foresee or avoid in any way, and which would make it impossible to fulfil all or part of their obligations under the respective Contractual Relations.

12.2. If the circumstances, due to which it is impossible for the Party to fulfil its obligations under the respective Contractual Relations, are temporary, the Party may be released from liability for such period which is reasonable taking into consideration the impact of those circumstances on fulfilment of the obligations under the respective Contractual Relations.

- 12.3. The Party failing to fulfil the obligations under the respective Contractual Relations shall notify the other Party of occurrence of force majeure case and its impact on fulfilment of its contractual obligations within five (5) Business Days as of the date when such circumstances have become known. If the other Party does not receive the notification within a reasonable period of time after the Party at default became or had to become aware of the circumstance, the latter Party shall compensate damages incurred due to non-receipt of the notification.
- 12.4. The grounds for releasing the Party from liability shall arise from the moment of occurrence of force majeure case, provided that the term for delivery of notification, specified in Clause 12.3 hereof, was complied with.
- 12.5. Upon the expiry of force majeure, the Party in respect of which they have existed shall immediately inform the other Party thereof.
- 12.6. If the force majeure circumstances continue for more than thirty (30) calendar days, either Party shall have the right to cancel the respective Order and (or) other Purchase Documents by notifying the other Party in writing ten (10) calendar days in advance.

### 13. **CONFIDENTIALITY**

- 13.1. During and after the validity of the Contractual Relations between the Parties, the Purchaser undertakes to protect the Confidential Information from unlawful or accidental loss, disclosure or access to it by any third party, unless the prior written consent of FEMTIKA has been obtained or the provisions of these Terms so allow and undertakes not to use the Confidential Information for any purpose other than the proper performance of its obligations under the respective Contractual Relations.
- 13.2. The Purchaser undertakes:
  - 13.2.1. to treat the Confidential Information as a secret and not to publish, distribute or disclose the Confidential Information or any part thereof to any third party directly or indirectly by any means or in any form (in writing, visually, verbally or in any other way) and not to make the Confidential Information or any part thereof otherwise available to any third party. The Purchaser must also ensure that its managers, employees, consultants and (or) other persons representing the Purchaser involved in the performance of the respective Contractual Relations comply with the obligation set forth in this Clause in full;
  - 13.2.2. not to disclose or otherwise use the Confidential Information for the direct or indirect benefit of the third parties;
  - 13.2.3. to ensure that the Confidential Information is available only to those partners, employees, consultants and (or) other persons representing the Purchaser involved in the performance of the respective Contractual Relations who actually need it for the performance of their obligations under the respective Contractual Relations;
  - 13.2.4. not to use or disclose the Confidential Information in an unlawful manner and for purposes other than those specified in these Terms and in any case not to use it for purposes contrary to the rights and legitimate interests of FEMTIKA;
  - 13.2.5. to take all precautionary measures to maintain the confidentiality and integrity of the Confidential Information;
  - 13.2.6. to make only such copies of the Confidential Information as are necessary for the purposes of performing their obligations under the respective Contractual Relations and immediately and irreversibly destroy such copies as soon as the purposes of the respective Contractual Relations have been properly fulfilled or upon expiry of such relations;
  - 13.2.7. to promptly inform FEMTIKA about all circumstances known to the Purchaser that threaten the security and confidentiality of the Confidential Information.

- 13.3. In the event that the Purchaser has or acquires an obligation under the Applicable Law to disclose any Confidential Information, it must: (a) promptly provide a written notice (including in the form of an email) to FEMTIKA of this obligation and, if requested, assist FEMTIKA in obtaining a prohibition or other appropriate remedy restricting such disclosure; (b) in the absence of a prohibition or other appropriate remedy restricting such disclosure, disclose only that part of the Confidential Information that is legally mandatory and make every effort to ensure the confidential use of the Confidential Information so disclosed (i.e. meeting the conditions set out in these Terms).
- 13.4. The Confidential Information shall not be deemed to be such information which (i) was in the public domain prior to the entering into the respective Contractual Relations between the Parties; (ii) information made public by a Party prior to the entering into the respective Contractual Relations between the Parties for advertising or other purposes at its sole discretion; (iii) not treated as confidential on a basis of a separate written agreement between the Parties.
- 13.5. In the event of any doubt as to whether certain information is Confidential Information, the Purchaser will treat such information as Confidential Information and will comply with its obligations under these Terms. Only if FEMTIKA confirms in writing that the said information is not Confidential Information, the confidentiality obligations of the Purchaser with respect to that information will not apply. Disclosure of the Confidential Information to public authorities, where (and to the extent) it is required by the Applicable Law, the Parties' lawyers or auditors, who are *ex officio* required to maintain the confidentiality of the information, and subject to all conditions set out in these Terms, shall not be considered a breach of this obligation.
- 13.6. In the event of a breach of any of the obligations under this Article, the Purchaser will be required to pay FEMTIKA a fine of ten thousand euros (EUR 10,000). This fine is considered to be the minimum losses of FEMTIKA that do not need to be substantiated. The Purchaser must also cover all other losses of FEMTIKA that are not covered by the fine specified in this Clause. The Purchaser shall be liable for the acts or omissions of its managers, employees, consultants and (or) other persons representing the Purchaser related to the performance of the respective Contractual Relations between the Parties, when they have not complied with the obligations set out in these Terms.

#### 14. **PERSONAL DATA**

- 14.1. The Parties understand that during the conclusion and performance of the respective Contractual Relations between the Parties, Personal Data shall be processed for the purposes of performance of Parties' obligations under such relations. The Parties understand and confirm to each other that both Parties are acting as Data Controllers.
- 14.2. In performing their obligations under the respective Contractual Relations between the Parties and processing Personal Data received from each other, the Parties undertake:
- 14.2.1. to comply with the requirements of GDPR, the Law on the Legal Protection of Personal Data of the Republic of Lithuania and other legal acts regulating the processing of Personal Data applicable to the Parties;
- 14.2.2. to co-operate with each other and to the extent possible to assist each other in enabling the other Party to fulfill its obligations under the legislation on the protection of Personal Data;
- 14.2.3. to ensure that Data Subjects are able to exercise their rights under the GDPR, including but not limited to responding to requests, inquiries or complaints received from the Data Subject;
- 14.2.4. to notify each other in writing within forty-eight (48) hours (upon acknowledgment) of any Personal Data Breach related to Personal Data transferred by the other Party in the context of their Contractual Relations, indicating the nature and extent of the Personal Data Breach, the measures taken or recommended to mitigate the negative consequences of the Personal Data Breach;

- 14.2.5. to ensure that all natural persons used for the performance of their obligations under the respective Contractual Relations between the Parties are duly informed that their Personal Data may be transferred to the other Party and may be processed by the other Party for the purposes of performance of such obligations;
  - 14.2.6. taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, to implement appropriate technical and organizational measures to ensure a level of security commensurate with the risks;
  - 14.2.7. to ensure that the employees of the Parties processing Personal Data are informed about and will comply with the obligations of the Parties provided for in these Terms;
  - 14.2.8. not to collect or disclose / transfer Personal Data to third parties, except in cases provided for by Applicable Law or on other lawful grounds.
- 14.3. The Parties will transfer to each other the Personal Data of the other Party's employees and / or representatives: name, surname, position, contact details (e-mail address, telephone number) for the purpose of signing the Purchase Documents and (or) communicating on various issues related to the performance of their obligations under the respective Contractual Relations between the Parties. Personal Data indicated in this Clause may be processed only for the purpose specified in this Clause and only to the extent and for such time as is necessary for that purpose. If Personal Data are no longer necessary for this purpose or if the Contractual Relations between the Parties are terminated, the Parties undertake to delete them immediately, unless there is an obligation under Applicable Law to retain specific data.
- 14.4. The Parties are responsible for fulfilling their obligations under the GDPR. Each Party shall not be liable for any actions taken by other Party in violation of the legislation governing the protection of Personal Data or these Terms.
- 15. INTELLECTUAL PROPERTY RIGHTS**
- 15.1. No IP rights of FEMTIKA are transferred to the Purchaser under these Terms or Purchase Documents unless the Parties explicitly agree otherwise in writing.
- 15.2. If the Goods are accompanied with the Software, FEMTIKA hereby grants to the Purchaser a non-exclusive license to use the Software as required to properly use the respective Goods. The Software may be used only in conjunction with the respective Goods in which it was initially installed. The Purchaser agrees not to assign, sublicense, pledge, lease, rent, share or otherwise transfer or make available to the third parties the license set forth in this Clause, except that the Purchaser shall be entitled to transfer all of its rights under the respective license in connection with the transfer of the Goods, which are accompanied with the respective Software. In such case the transferee shall be required to accept terms concerning the respective license no less stringent than those set forth herein.
- 15.3. The Purchaser shall not reproduce, create derivative works based on, disclose, publish, distribute, rent, lease, modify, loan, display or otherwise use or make available the IP of FEMTIKA to the third parties, except as established in these Terms.
- 15.4. The Purchaser shall not reverse engineer, decompile, translate, adapt or disassemble the Software, nor shall the Purchaser attempt to create the source code from the object code for the Software.
- 16. TERMINATION**
- 16.1. Accepted Order and (or) other Purchase Document may be modified or cancelled only upon a written agreement between the Parties, except for the provisions of this Article.
- 16.2. FEMTIKA may cancel any Order and (or) other Purchase Document unilaterally and immediately by submitting a written notice to the Purchaser if Purchaser breaches its obligations under the



Contractual Relations in a material way. For the avoidance of doubt, a material breach by the Purchaser includes:

- 16.2.1. any delay in payments attributable to FEMTIKA of ten (10) Business Days or more;
  - 16.2.2. any breach of Articles 6, 7, 13, 14 and 15 of the Terms;
  - 16.2.3. failure to accept the Goods in a timely manner as specified in Clause 3.4 of the Terms;
  - 16.2.4. failure to provide a prepayment or a payment guarantee as specified in Clause 5.3 of the Terms
  - 16.2.5. other cases meeting the criteria specified in Clause 2 of Article 6.217 of the CC.
- 16.3. The Purchaser may cancel any Order and (or) other Purchase Document unilaterally and immediately by submitting a written notice to FEMTIKA if FEMTIKA breaches its obligations under the Contractual Relations in a material way. For the avoidance of doubt, a material breach by FEMTIKA includes:
- 16.3.1. the delivered Goods cannot be used for their intended purpose, with respect to that particular Order and (or) other Purchase Documents;
  - 16.3.2. other cases meeting the criteria specified in Clause 2 of Article 6.217 of the CC.
- 16.4. Unless the Parties agree otherwise in writing, if any of the Orders and (or) other Purchase Documents are cancelled for a reason for which the Purchaser is responsible, the Purchaser shall pay the fine in the amount of 25 % of the net value of such cancelled Order and (or) other Purchase Document as compensation. This fine is considered to be the minimum losses of FEMTIKA that do not need to be substantiated. The Purchaser must also cover all other losses of FEMTIKA that are not covered by the fine specified in this Clause.

## 17. **APPLICABLE LAW, PLACE OF JURISDICTION**

- 17.1. These Terms and Purchase Documents, their conclusion, performance, validity, termination, and any relations of the Parties concerning the Terms and Purchase Documents shall be governed by the Applicable Law.
- 17.2. All disputes and disagreements which may arise concerning the Terms and (or) Purchase Documents shall be resolved by the Parties through mutual negotiations. If the dispute cannot be resolved through negotiations within thirty (30) days from the date of submission of the first letter (claim) to the other Party, the dispute shall be finally resolved by the competent court of the Republic of Lithuania (the venue of litigation shall be Vilnius).

## 18. **MISCELLANEOUS**

- 18.1. If any term of the Terms and (or) Purchase Documents is declared invalid, illegal, or unenforceable, the legality, validity or enforceability of the remaining provisions will not in any way be affected or impaired. The illegal, invalid or unenforceable provision shall be deemed replaced by such provision reflecting the same commercial intent of the Parties which provision shall be legal, valid and enforceable under the Applicable Law. The same applies in the event of gaps of the Terms and (or) Purchase Documents.