

General Terms and Conditions of Product Manufacture

Medical Center Prague, ID: 250 32 119, with its registered office at Praha 4, Mezi Vodami 205, Postal Code: 143 00, registered in the Commercial Register maintained by the Municipal Court in Prague, Section C, Insert 116020, tel.: +420 270 003 562/4, e-mail: info@mc-praha.cz, bank details: No. 2836699359/0800, Česká spořitelna a.s.

I. Basic terms

"Product" means AVECELL cellular preparation for autologous use (mesenchymal stem cells), which is produced for autologous use in dogs, cats, horses and other animals.

"Product Producer" and "MCP" mean Medical Center Prague, Mezi Vodami 205/29, 143 00, Praha 4, tel.: +420 270 003 562, e-mail: info@avecell.cz or info@mc-praha.cz, www.avecell.cz, www.mc-praha.cz, based on a permit dated 24th of April 2015 issued by the Institute for State Control of Veterinary Biologicals and Medicines (ÚSKVBL).

"Customer" means a veterinarian who actively performs medical practice and has an assigned KVL (Veterinary Doctors Chamber) number, has ordered services under point II. of these General Product Terms and Conditions (GTC) and prescribed the manufacture of the product on the basis of the Veterinary prescription.

"Material" means the bone marrow and peripheral blood of an animal.

The "Collection Set" is being prepared by the Product Producer and is used by the Customer to collect the material.

"Recording documentation" means all documentation related to a given Material and the Product made thereof.

An "ID" is a specific identification code that is assigned to an order and is a product batch.

"Thermobox" is a sealable transport box necessary to ensure proper transport of the Material and Product (+2 - +8 ° C), including its accessories (power cables 2 pcs).

"Datalogger" is a recording device designed to monitor the temperature in the Thermobox during transport.

II. Provision of services

The Product Producer shall provide the Customer, at their request, with services consisting of the following:

1. Manufacturing of the Product - includes the organization of communication with the Customer, processing of the order, preparation of the collection set, in case the Customer is interested a free rental of the thermobox including its accessories and free lending of the datalogger, receipt of the material, processing and examination of the material, manufacturing the product itself, product release.

2. Other Services - Services at the Customer's request, specified in the order according to the AVECELL Price List (e.g. material collection, material transport, product transport and product application, etc.).

Furthermore, everything just "Product Manufacture".

III. Conclusion of the contract

The Product Manufacture Agreement between the Product Producer and the Customer is concluded by a written confirmation of the order of the selected services referred to in Article II (1) and (2) and of these GTC.

An order made by an authorized person of the MCP or electronically by the Customer is confirmed by the Producer within 7 days from the moment of order delivery. The Producer is entitled to confirm the order acceptance electronically (by e-mail) to the Customer's address.

The Customer is obliged to confirm the Accepted Order to the Producer in writing.

The Customer declares by written consent of the GTC within the Order that he/she is fully qualified for legal acts, is an adult, is a veterinarian, performs veterinary practice, has a KVL number and is not aware of obstacles that would prevent him from concluding such a contract.

Based on the order, the Customer is sent a call for payment according to Article IV of these GTC, with the assigned ID as a variable symbol of the payment.

IV. Payment Terms

1. On the basis of the order according to point III. of these GTC, the Customer is issued a call for payment of 50% of the total price of selected services. The amount is payable at the latest on the day of receiving the collection set. Upon receipt of the payment, a tax document is issued to the Customer.

2. The order price surcharge (50% of the total price of selected services) is payable on the basis of a tax document (invoice) issued with a maturity of 14 days from the date of receipt of the product.

3. In the case of additionally ordered services, after the order has been accepted and the Product Manufacture Agreement has been concluded, the MCP is entitled to charge the additionally ordered services with a separate tax document according to the valid AVECELL Price List or individual price agreement with the Customer, or to bill them within the invoiced supplement of the price according to point 2 of this article.

4. In case of withdrawal from the Contract by the Product Producer in connection with Article VI. Point 1 of these GTC shall not refund the payment under point 1 of this article. The Customer is not entitled to a refund of the amount already paid. The Customer will not be required to pay the balance according to point 2 of this article.

5. Payment is possible in cash or by credit card Visa, Visa Electron, MasterCard, Maestro at the Product Producer or by transfer to the Product Producer's account (No.: 2836699359/0800) under the relevant ID as the variable payment symbol.

V. Terms of Service

1. Collection and transport of the material - The Customer undertakes to comply with the instructions given in the Material Collection Information to ensure correct material collection, correct placement and transport conditions of the removed material and correct completion of the related recording documentation. If these services are not ordered from the Product Producer.

Important note: The collection set expiration date is 24 hours and the maximum transport time of the collected material is 12 hours after the end of collection. It is therefore necessary to complete the process within 36 hours.

2. The manufacturing time of the product is at least 7 days, depending on the cell growth rate, and begins to run at the time of processing the material, but not more than 12 hours after the material is collected.

3. Acceptance of the manufactured product - The Producer will inform the Customer of the exact date of production and dispensing of the product 3–4 days in advance. The Customer undertakes to take over the product together with the relevant documentation within the agreed deadline. The Customer undertakes to send the “Follow up” forms completed back to the Product Producer at appropriate time intervals, i.e. Follow-up 1 three (3) months after the first application; Follow-up 2 after six (6) months from first application, and Follow-up 3 after twelve (12) months from first application.

4. Free rental of the thermobox including its accessories and datalogger - The Customer is obliged to borrow the thermobox free of charge, including its accessories, and always return the datalogger to the Product Producer without undue delay, at the latest within 48 hours, in undamaged and functional condition.

5. In the event of damage or loss, the Customer undertakes to pay the manufacturer of the product the damages incurred in the form of compensation:

- a. Service and calibration of damaged thermobox or datalogger.
- b. Payment of the purchase price and calibration of the new thermobox or datalogger.

VI. Withdrawal from the contract

1. The Product Producer has the right to withdraw from the contract for the following reasons:

- the material received does not meet the quality requirements (low cell life, insufficient cell number),
- not enough material has been delivered (following the quantity specified in the Material Collection Information),
- no record documentation was supplied and was not added after repeated calls,
- any kind of cell contamination has been detected,
- serious doubts have been raised as to the origin or quality of the material.

2. The Product Producer reserves the right to withdraw from the contract in the event that an incident or fact that could not have been foreseen or anticipated has occurred on the Product producer’s side, which makes it impossible to meet its obligations under this contract. In such case, the contract is canceled from the start and the Customer is refunded the amount already paid according to Art. IV. Point 1 of these GTC including amounts paid for services referred to in Article II. point 2 of these GTC to.

VII. Protection of personal data

In accordance with Act No. 110/2019 Coll., on the processing of personal data, as amended, we are obliged to inform you of the reason and extent to which personal data will be processed, who will process them and to whom the personal data may be disclosed. These information are provided in Appendix No. 1 to these GTC.

VIII. Special arrangements

These GTC are stored by the Product Producer in electronic form and are available to the Customer in electronic or written form. The Product Producer reserves the right to unilaterally change the GTC. The Customer is subject to the general terms and conditions valid at the time when the order is sent and the calculation of the product's manufacturing price is confirmed. By signing these GTC, the Customer declares that they have duly and completely acquainted themselves with these GTC, that they agree with their content, and that these are not conditions that they could not reasonably expect, with the Customer expressly accepting all the provisions of GTC without reservation.

In Prague, 18th of June 2019

Appendix No. 1 to the General Terms and Conditions of AVECELL

Information on processing of personal data

In accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46 / EC (General Regulation on the protection of personal data) and in accordance with Act No. 101/2000 Coll., on the Protection of Personal Data and Amendments to Certain Acts, as amended (hereinafter referred to as "GDPR"), we are obliged to inform you as the data subject (the "Customer") about the way of processing your personal data at the Medical Center Prague (hereinafter referred to as the "Administrator").

The Administrator and the Customer have concluded the AVECELL Product Manufacture Contract. Within this legal association, the Administrator will process the Customer's personal data in accordance with Act No. 110/2019 Coll., on the Processing of Personal Data, as amended.

Implementation of Contractual Association:

This processing is necessary for the performance of the Contract, to which the Customer is a party. The processing of the Customer's personal data is carried out on the basis of the statutory authorization referred to in Article 6 (1) GDPR.

Based on this authorization, the Administrator is not obliged to require the Customer to consent to the processing of personal data.

Privacy Manager:

Medical Centre Prague, with its registered office at Mezi Vodami 205/29, 143 00 Praha 4, ID: 25032119, registered in the public register kept by the Municipal Court in Prague, Section C, File 116020.

The range of personal data being processed:

- name and surname,
- company name,
- KVL number,
- ID,
- delivery (billing) address
- email address,
- phone number.

Purpose of processing the data provided:

These data are processed for the purpose necessary to fulfil the Contract.

The time length that personal information will be stored:

The personal data will be stored by the Administrator for 10 years.

The period of deposit is set out in Section 5 (2) of Act No. 235/2004 Coll., on Value Added Tax, as amended.

Personal data processors:

- Medical Center Prague, Mezi Vodami 205/29, 143 00 Praha 4
- Sales Representative in contractual relationship with Medical Center Prague, for order processing.

Your rights to the protection of your personal information:

- According to Article 15 of the GDPR, the data subject has the right of access to personal data concerning them, pursuant to Article 16 GDPR, the right to require the administrator to correct inaccurate personal data concerning them, pursuant to Article 17 GDPR, the right to delete personal data, which concern them. The data subject has the right to prevent the controller from restricting the processing of personal data of the data subject in the cases listed in Article 18 of the GDPR.
- The data subject has the right to require the controller to inform them of the recipients of personal data under Article 19 of the GDPR. The administrator does not perform the processing of personal data in an automated way; the right for data portability under Article 20 GDPR is not applicable.
- Under Article 21 of the GDPR, the data subject has the right at any time to object to the processing of personal data concerning them in the case of processing necessary for the performance of the public interest task or the exercise of public authority under Article 6 (1) e) GDPR.
- It is not possible to request the deletion of personal data that the health service provider is obliged to collect under a legal obligation (obligation imposed by law).
- The data subject has the right to file a complaint with the Supervisory Authority, which is the Office for Personal Data Protection. Postal address: ÚOOÚ, Sochora 27, 170 00 Praha 7, e-mail address: posta@uouu.cz, data box: qkbaa2n.

The controller does not transmit or intend to transfer personal data to a third country or international organisations.