

General terms and conditions of purchase for Pharmapol Arzneimittelvertrieb-GmbH, Kaddenbusch 11, 25578 Dägeling (Date: October 2022)

§ 1 Ambit

- (1) All purchase orders and other declarations, legal transactions and contracts of Pharmapol Arzneimittelvertrieb-GmbH ("**buyer**") and its contract partner ("**seller**"), related to the purchase or delivery of goods and rights in ("**goods**") as well as provision of works or services ("**services**") for the buyer as well as their execution are solely subject to these terms and conditions of purchase ("**terms and conditions of purchase**").
- (2) All other terms of the seller only become a part of the contract if expressly approved by the buyer in writing. This also applies if the buyer does not expressly object to the terms of the seller or accepts a delivery from the seller without reservation with knowledge of seller terms which conflict or deviate from these terms and conditions of purchase.
- (3) Individual agreements between the seller and the buyer (including side agreements, amendments and addenda) override these terms and conditions of purchase. The written agreement along with the buyer's acknowledgement are decisive as proof of their contents.
- (4) These terms and conditions of purchase only apply to businesses within the meaning of § 14 BGB (German Civil Code), corporate bodies under public law, or public separate estates.
- (5) These terms and conditions of purchase also apply to future transactions with the seller, including when not expressly agreed again.
- (6) Provided the nature of the seller's services or corresponding agreement requires acceptance of the performance result, acceptance shall supersede delivery in these terms and conditions of purchase.

§ 2 Conclusion of contract / order

- (1) The seller is obligated to confirm an order to the buyer within 5 business days (Monday-Friday) and confirm the delivery date. Timely confirmation shall be determined by the date received by the buyer. Delayed order confirmation constitutes a new offer and requires acceptance by the buyer.
- (2) By confirming the purchase order, the seller accepts the buyer's terms and conditions of purchase.
- (3) The seller issues all offers and quotations at its own expense.
- (4) All correspondence related to the purchase order (order confirmations, delivery notes, invoices, etc.) must include, if available, the article number, purchase order number, supplier and batch number of the buyer, and the customs tariff number. The seller is liable for all losses due to breach of this duty unless able to establish it is not responsible for the breach of duty.
- (5) Cancellations of articles/line items due to a position change at the buyer are permissible with advance notice of 6 weeks from the delivery date.

§ 3 Prices / invoicing / payment

- (1) The prices specified by the buyer are considered to be in EURO unless otherwise agreed.
- (2) The prices specified by the buyer are fixed prices and, unless otherwise agreed, include the cost of packaging and transport to the specified delivery address (if missing: buyer's place of business) as well as insurance premiums, excise duties and duty. Value-added tax shall be listed separately.
- (3) Invoices shall only be submitted to the buyer following delivery, again indicating the purchase order information as per § 2 (4) of these terms and conditions of purchase. In the event one or more pieces of information is missing and as a result processing by the buyer is delayed during the normal course of business, the payment due date specified in sec. 4 below shall be extended by the period of the delay.
- (4) Unless otherwise agreed in writing, payment shall be remitted within 30 days with 3 % discount or within 60 days net, calculated from the date of delivery and receipt of invoice. The buyer

shall not owe interest payable after the due date according to § 353 HGB (German Commercial Code).

§ 4 Offsetting / retention of title

- (1) The seller is only entitled to offsetting and retention of title if the counterclaim of the seller is undisputed or determined without further legal recourse. Pleading non-fulfilment of the contract remains unaffected.
- (2) The goods shall be transferred to the buyer unconditionally and irrespective of payment of the prices. However, if in isolated cases the buyer accepts an offer from the seller with transfer contingent on payment of the purchase price, the seller's retention of title at the latest lapses on payment of the purchase price for the goods delivered. At any rate, the buyer without further ado, particularly without approval or notice, entitled to process or otherwise dispose of the delivered goods. Extended or prolonged retention of title of the seller is excluded.

§ 5 Packaging

- (1) The seller shall observe the buyer's packaging and delivery specifications.
- (2) The goods shall be packaged so as to prevent transport damage. The packaging used shall be environmentally friendly and may only be used to the necessary extent. Ownership in packaging shall be transferred to the buyer. At the buyer's option, the buyer shall take back any packaging beyond the necessary extent or assume the cost of disposal by the buyer.

§ 6 Delivery / delivery dates / passing of risk

- (1) Unless expressly agreed otherwise, delivery shall be free of charge. Unless expressly agreed otherwise, the place of fulfilment shall be the location specified by the buyer (if missing: buyer's place of business).
- (2) An overage and underage tolerance of 5 % applies. The buyer may at its discretion return overages in excess of 5 % to the seller at the seller's expense or have these collected by said or accept said as fulfilment. In this case, the seller shall not be entitled to remuneration. Underages in excess of 5 % are considered partial shipments as per sec. 8 and only accepted on express agreement.
- (3) The agreed delivery date is binding. Adherence to the delivery date is determined by the goods being delivered to the delivery address specified by the buyer (if missing: buyer's place of business). The buyer shall be notified of each delivery in form of a dispatch note immediately upon execution (if applicable copy of the delivery note).
- (4) The seller is obligated to notify the buyer in writing if circumstances arise or become evident indicating the delivery date cannot be met. If delays in delivery become evident, the buyer shall be entitled to withdraw from the contract without substitute performance upon unsuccessful expiry of a reasonable grace period. The buyer is further entitled to demand compensation unless the seller is not responsible for the delay in delivery.
- (5) If the seller exceeds the agreed date, the buyer shall be entitled to a contract penalty in the amount of 0.3 % of the net order value per day, up to 5 % of the net order value, unless the seller is not responsible for exceeding the date. The contract penalty shall be imputed to the

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damage caused by delay payable by the seller. The buyer shall also remain entitled to the contract penalty if this is not reserved on acceptance.

- (6) The seller can only refer to the buyer's failure to provide information and documents, if a written reminder requesting the information or documents was submitted in writing or in text form and this was not received within a reasonable period.
- (7) Early delivery is only permissible on express agreement. In the case of early delivery without agreement, the buyer shall be entitled to return the goods or stock the goods until the agreed date at the expense and risk of the seller and only remit the payment on the agreed due date.
- (8) The buyer only accepts partial shipments on express agreement. If partial shipments are agreed, the agreement shall be noted in the accompanying documents and the remaining quantity noted.
- (9) The risk of accidental loss and accidental deterioration is transferred to the buyer on handover at the place of fulfilment. For services requiring acceptance, the risk is transferred on acceptance.

§ 7 Receipt

- (1) Unless otherwise agreed, goods are accepted weekdays (Monday-Friday) during the hours specified in the terms of delivery.
- (2) Deliveries outside these times and missing proper accompanying documents entitle the buyer to refuse receipt.
- (3) If delivery cannot be accepted due to unforeseeable circumstances the buyer was unable to avert despite reasonable efforts, the buyer's obligation shall not apply for the duration delivery cannot be accepted.

§ 8 Warranty

- (1) The seller shall render services free from material and legal defects and, unless a quality is agreed, particularly per the respective statutory provisions to which the seller and the buyer are each subject. The seller undertakes that all goods delivered and services rendered comply with (i) the agreed requirements, (ii) the public statements made by the seller or on its behalf, particularly in advertising or on the label, and not corrected prior to the purchase order being submitted, and (iii) all laws, decrees, DIN, EN and ISO standards and recognised rules of engineering to which the buyer and the seller are subject. Unless otherwise stipulated by way of derogation from these terms and conditions of purchase, the statutory provisions for warranty of defects apply. This also applies to digital products within the meaning of § 327 BGB or goods containing or associated with digital products within the meaning of § 327a (2) BGB; §§ 327t, 327u BGB remain unaffected.
- (2) If the purchase order expressly specifies a specific intended use, particularly the use in functional interaction with other stated goods, suitability for this intended use is considered guaranteed by the seller.
- (3) The seller guarantees to the buyer that, if applicable, its company complies with the provisions of the "Guidelines of 7 March 2013 on good distribution practices for medicinal products for human use ("GDP")" and the "Guidelines on good manufacturing practice for medicinal products for human use ("GMP")" of the European Union in their respective current version. The buyer is entitled to at any time verify the seller's compliance with the guidelines and request the corresponding proof from said, confirming compliance with the guidelines.
- (4) The place of fulfilment for supplementary performance is the location of the goods at the time of supplementary performance. Supplementary performance comprises potential removal and transport along with installation of the replacement.
- (5) The buyer is entitled to correct the defect itself at the seller's expense if the seller is in delay or a request for supplementary performance by the seller is unreasonable for the buyer. The

buyer can request an advance from the seller for the expenditures required to rectify the defect.

- (6) The limitation period is 36 months from the transfer of risk unless a longer statute of limitations applies under the law. The limitation period is stayed for the period from when the buyer reported the defect to the seller and the defect was rectified.
- (7) Further claims of the buyer remain unaffected.

§ 9 Incoming goods inspection

- (1) The buyer will only inspect the goods for obvious variances in identity, quality or quantity ("**obvious defects**") on receipt.
- (2) The buyer will report any defects within a timely manner. A defect is reported in time if received by the seller within ten business days. The period begins the business day following the day received for obvious defects, and the business day following discovery for latent defects. If inspection for obvious defects is unreasonably complex in absence of proper accompanying documents, the period only starts the business day following the day proper accompanying documents were received by the buyer.

§ 10 Force majeure / labour disputes

- (1) Force majeure and labour disputes release the parties from their obligations to perform for the duration of the incident and to the extent of their impact.
- (2) The parties are obligated within reason to promptly provide the necessary information and adapt their obligations to the altered circumstances in good faith.
- (3) The buyer is released of its obligation to accept the ordered service in whole or in part and in this respect entitled to withdraw from the contract, if the service can no longer be utilised due to the delay it suffered due to force majeure or labour dispute, including considering economic aspects.

§ 11 Product liability

- (1) The seller shall indemnify and hold harmless the buyer from third party claims for damages, expenses, expenditures and other detriments due to the seller delivering a faulty product or a faulty service or work performance if the cause falls under the domain and organisational area of the seller.
- (2) As part of this indemnity obligation, the seller is obligated to reimburse the buyer for expenditures and damages incurred from or in connection with third party claims, including field measures taken. These field measures particularly include recalls and warnings. Where possible and reasonable, the buyer shall notify the seller of the content and extent of such field measures and provide said an opportunity to comment.

§ 12 Rights of use / infringement of third-party rights

- (1) The seller shall transfer the right to the buyer, without restriction in time, location and content, to publish, distribute, edit and otherwise utilise any service results of the seller connected to the respective purchase order. These service results particularly include presentations, reports, records, digital content, accessories, instructions and customer and consumer information the seller generates in connection with the provision of goods and/or rendering services and supplies the buyer. The above rights extend to all types of use. The above granting of rights expressly includes the right to sublicense to third parties. The above granting of rights is covered by the price paid by the buyer.
- (2) The seller guarantees that in connection with and the delivery, acceptance, contracted use of goods and/or service does not infringe on third party rights, particularly third-party industrial property rights, copyrights, design rights, trademark rights or trademark laws in the European

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Union or other countries where the goods were manufactured or services were rendered. In the case of infringement of third-party rights, the buyer can without prejudice to other rights demand rescission of all affected supply relationships provided the seller did not promptly provide the buyer the contracted legal position by agreement with the third party.

- (3) If claims are asserted by third parties against the buyer for any infringement specified under sec. 2, the seller is obligated to indemnify the buyer from such claims. The indemnity obligation of the seller applies to all expenditures and losses the buyer incurred from or in connection with third party claims. This does not apply if the seller can establish it is not responsible for the infringement of industrial property rights.
- (4) The buyer reserves ownership and copyright in all purchase orders and assignments, illustrations, drawings, calculations and other documents the buyer provided the seller. They must not be made accessible to third parties without the express written approval of the buyer.

§ 13 Confidentiality

- (1) The seller is obligated to keep all business, company or technical information, particularly concerning employees of the buyer, organisation structures, other suppliers, supply chain management and procurement strategies, research and development projects, production processes, product engineering, products/materials provided, specifications, authorisation or registration documents for the buyer's products ("**information**") obtained in connection with the business relationship confidential, including after the business relationship ends, handle these with care and treat them as confidential, not to disclose these to third parties, and only use these in connection with providing services and/or the business relationship. The seller shall only disclose this information to employees as needed within the context of the business relationship. The seller shall ensure these employees are obligated to maintain confidentiality to the extent permitted under labour law, and take all necessary and reasonable precautions to ensure confidentiality.
- (2) The confidentiality obligation does not apply to
- information which can be proven to be public at the time it was disclosed to the seller or became public after being provided the seller without any action on its part;
 - information the seller can prove it was already in possession of prior to receiving it from the buyer and did not acquire illegally from the buyer; or
 - information the seller can prove it developed itself and irrespective of the information provided; or
 - information the seller can prove was obtained from third parties at the time it was provided by the buyer, provided these third parties did not obtain illegally from the buyer or disclosed without authorisation; or
 - information the seller must disclose to a court or authority based on a legal obligation, provided said notified the buyer beforehand to the extent permitted by law and takes all reasonable steps to prevent the information from being disclosed to other third parties.
- (3) Disclosing information to third parties, particularly using the purchase order for references and advertising purposes requires the prior written approval of the buyer.
- (4) The above confidentiality obligations become effective upon information being disclosed to the seller and exists for ten years.
- (5) The documentation, documents and other material containing or referencing the information, ("**documents**") shall be exchanged in a technologically secure manner of the buyer's choice. At the buyer's request, the seller promptly returns or destroys/erases the documents provided within the context of the business relationships where technically possible and permitted by law.

§ 14 Compliance with laws / data protection

- (1) The seller is obligated to comply with the respective relevant laws in connection with the contractual relationship. This particularly applies to anti-corruption and money laundering acts as well as provisions of antitrust, labour and environmental laws. It shall on request provide the buyer with proof of compliance with regulations by submitting documents or in another suitable manner where required by law.
- (2) The seller shall ensure the goods delivered meet all relevant requirements for distribution in the European Union and the European Economic Area. It shall on request provide the buyer with proof of conformity by providing suitable documents.
- (3) The seller shall at all times comply with its obligations under applicable data protection laws (for instance the General Data Protection Regulation "GDPR").

§ 15 Compliance with Regulation EC 1907/2006 (REACH)

- (1) The seller is obligated to comply with REACH, particularly with the provisions of sections 2-5 of this § 15.
- (2) All chemical substances supplied to the buyer must be registered by the manufacturer in the European Economic Area (EEA) or importer into the EEA according to REACH, or be exempt from the general registration requirement according to Article 2 (7) (a) and (b) in conjunction with Annex IV and V of REACH. The buyer will only accept delivery of non-registered substances manufactured or imported at <1 tons/year, thus not falling under the general registration requirement according to Article 5 and 6 of REACH, or if the buyer expressly informed the seller of the use in uses not requiring registration according to Article 2 (5) (a) or (b) of REACH. This also applies to all substances in mixtures.
- (3) When delivering substances or mixtures not requiring a safety data sheet according to Article 31 of REACH, according to Article 32 of REACH the buyer must be informed of the registration number of the substance or the substances in the mixture.
- (4) The seller of a polymer shall provide the buyer with the registration number of the manufacturer or importer of the monomer substance(s) or any other substance(s) if the polymer is at least 2% mass percent (w/w) such monomer substance(s) or other substance(s) in form of monomer units and chemically bound substances and the total weight of such monomer substance(s) or other substance(s) is at least 1 ton per year.
- (5) If a product delivered to the seller contains Substances of Very High Concern (SVHC) from the candidate list published by the European Chemicals Agency (ECHA) of Article 59 (1) of REACH over 0.1 % mass percent (w/w), then, under Article 33 (1) of REACH, the seller of the product shall provide the buyer the available information on safe use, or at a minimum the name of the substance.

§ 16 Final provisions

- (1) The business relationship and disputes, including legally independent, arising from initiation, execution or termination thereof, are solely subject to the law of the Federal Republic of Germany under exclusion of the UN Convention on Contracts for the International Sale of Goods (UN-CISG).
- (2) The place of jurisdiction is Hamburg. The buyer is at its discretion entitled to also bring actions against the seller at its place of general jurisdiction.
- (3) In the event one or more provisions of these terms and conditions of purchase are or become invalid, this does not affect the validity of the remaining provisions. The parties hereby agree to replace the invalid provision with one closest to the intended legal and economic purpose.