

General Terms and Conditions of Purchase (GTCP)

Goerlich Pharma GmbH, 83533 Edling, Germany

§ 1 Scope and form

(1) These General Terms and Conditions of Purchase (GTCP) apply to all business relationships with our business partners and suppliers. The GTCP shall only apply if the supplier is an entrepreneur (§ 14 German Civil Code [BGB]), a legal entity under public law or a special fund under public law.

(2) Unless otherwise agreed, the GTCP shall apply in the text form valid at the time of the purchaser's order, also for similar future contracts, without our having to refer to them again in each individual case.

(3) These GTCP shall apply exclusively. Any deviating, conflicting or supplementary general terms and conditions of the supplier shall only become an integral part of the contract if and to the extent that we have expressly consented to their validity in writing. This requirement of consent shall also apply if we accept the seller's deliveries without reservation in the knowledge of the seller's general terms and conditions. Conflicting clauses are invalid in any case, even if we have not objected to them. Acceptance or execution of our order shall be considered acknowledgement of these terms and conditions of purchase.

(4) Individual agreements made in individual cases (including ancillary agreements, supplements and amendments) shall in any case take precedence over these GTCP.

(5) Legally relevant declarations and notifications by the supplier with regard to the contract (e.g. setting of a deadline, reminder, withdrawal) must be made in writing, i.e. in written or text form (e.g. letter, email, fax). Statutory formal requirements and further evidence, in particular in cases of doubt about the legitimacy of the declaring party, shall remain unaffected.

(6) References to the applicability of statutory provisions shall be for clarification purposes only. Therefore, even without such clarification, the statutory provisions shall apply unless they are directly amended or expressly excluded in these GTCP.

§ 2 Conclusion of the contract

(1) Our order shall be deemed binding upon confirmation by the supplier at the earliest. The supplier must point out any obvious errors (e.g. spelling and calculation errors) and incompleteness of the order, including the order documents, to us for the purpose of correction or completion before acceptance; otherwise the contract shall be deemed not to have been concluded.

(2) The seller is obliged to confirm our order in writing within a period of 3 days or, in particular, to execute it without reservation by dispatching the goods (acceptance). A delayed acceptance shall be considered a new offer and requires our acceptance.

§ 3 Delivery time and delayed delivery

(1) The delivery date confirmed by the supplier with its order confirmation is binding and irrevocable. This shall also apply in any case if the supplier makes a statement to the contrary in the sense of a non-binding delivery time, even if this remains unchallenged by us. The supplier is obliged to inform us immediately in writing if it is not likely to be able to meet the agreed delivery times - regardless of the reason.

(2) If the supplier does not fulfil its performance or does not fulfil it within the agreed delivery time, our rights - in particular to withdrawal and damages - shall be determined in accordance with the statutory provisions. The regulations in para. 3 remain unaffected.

(3) If the supplier is in default, we may - in addition to further statutory claims - demand a contractual penalty of 2% of the net price per completed calendar week, but in total not more than 10% of the net price of the goods delivered late. The acceptance of a delayed performance or delivery does not imply a waiver of claims for compensation.

(4) We shall be entitled to withdraw from the contract if the delivery date is exceeded by the supplier by 3 weeks.

§ 4 Performance, delivery, transfer of risk, default of acceptance, delivery documents

(1) Without our prior written consent, the supplier shall not be entitled to have third parties (e.g. subcontractors) carry out the performance for which it is responsible. The supplier bears the procurement risk for its services unless otherwise agreed in individual cases (e.g. stock limitation).

(2) Delivery within Germany shall be "free domicile" for goods from abroad on the basis of DDP (Incoterms 2020) to the place specified in the order. If the place of destination is not specified and nothing else has been agreed, the delivery shall be made to our place of business in Edling. The respective place of destination is also the place of performance for the delivery and any subsequent performance (obligation to deliver).

(3) The delivery shall be accompanied by at least one delivery note, stating the date (issue and dispatch), the content of the delivery (item number and quantity) and our order identifier (date and number) as well as the quality documents and declarations required for the contractual goods (these alternatively by email) in accordance with our requirements as well as the provisions applicable in the EU. If the supplier is aware of the country of destination for the contractual performance, the delivery shall also be accompanied by the documents required for the country of destination. If these documents are missing or incomplete, we shall not be responsible for any delays in processing or payment resulting therefrom. Separate from the delivery note and the quality documents, a corresponding dispatch note with the same content must be sent to us.

(4) The risk of accidental loss and accidental deterioration of the item shall pass to us upon handover at the place of performance. Insofar as acceptance has been agreed, the risk shall pass to us upon acceptance at the earliest. In all other respects, the statutory provisions of the law on contracts for works and services shall apply mutatis mutandis in the event of acceptance. If we are in default of acceptance, this shall be deemed equivalent to handover or acceptance.

(5) The statutory provisions shall apply to the occurrence of our default in acceptance. However, the supplier must also expressly offer us its performance if a specific or determinable calendar time has been agreed for an action or cooperation on our part (e.g. provision of material). If we are in default of acceptance, the supplier may demand compensation for its additional expenses in accordance with the statutory provisions (§ 304 BGB). If the contract relates to a specific item to be manufactured by the supplier (unique product), the supplier shall only be entitled to further rights if we are obliged to cooperate and are responsible for the failure to cooperate.

§ 5 Prices and terms of payment

(1) The price stated in the order is binding. If the price confirmed by the supplier in the order confirmation differs from our order price, the purchase contract shall only be concluded if we expressly agree to this.

(2) Unless otherwise agreed in a particular case, the price includes all services and ancillary services of the seller as well as all ancillary costs (e.g. proper packaging, transport costs including any transport and liability insurance) as well as the statutory value added tax. The share of value added tax is shown separately.

(3) Unless otherwise agreed individually, the agreed price shall be due for payment within 60 calendar days of complete delivery and performance (including any agreed acceptance) and receipt of a proper invoice. If we make the payment within 14 calendar days, the supplier shall grant us a 3% discount on the net amount of the invoice. In the case of bank transfers, payment shall be deemed to have been made on time if our bank transfer order is received by our bank before the expiry of the payment deadline; we shall not be responsible for any delays caused by the banks involved in the payment process.

(4) There shall be no interest payable from the due date.

(5) We shall be entitled to offsetting or withholding of payments as well as the right to object to non-fulfilment of contract, to the extent provided by law. In particular, we shall be entitled to withhold due payments for as long as we are still entitled to claims against the supplier arising from incomplete or defective performance.

(6) The supplier shall only be entitled to offset claims or to withhold property in respect of counterclaims that have been legally established or which are undisputed.

§ 6 Secrecy and retention of title

(1) We reserve the proprietary rights and copyrights to our documents and materials which the supplier requires for the proper performance of its service. Such documents and materials are to be used exclusively for the contractual performance and returned to us after completion of the contract. All information which the supplier has received from us during the course of the performance of the contract must be kept secret from third parties, even after termination of the contract. The obligation to maintain secrecy shall only expire if and to the

extent that the knowledge contained in the documents provided has become public knowledge.

(2) The above provision shall apply mutatis mutandis to substances and materials (e.g. software, finished and semi-finished products) as well as to tools, templates, samples and other items which we provide to the supplier for production. Such items shall - as long as they are not processed - be stored separately at the supplier's expense and insured to a reasonable extent against destruction and loss.

(3) Any processing, mixing or combination (further processing) of materials provided by the supplier shall be carried out for us. The same shall apply in the event of further processing of the delivered goods by us, so that we shall be deemed to be the manufacturer and shall acquire ownership of the product at the latest upon further processing in accordance with the statutory provisions.

(4) The transfer of ownership of the goods to us shall be unconditional and regardless of whether the purchase price has been paid. If, however, we accept an offer of transfer of title from the supplier conditional upon payment of the purchase price in an individual case, the supplier's retention of title shall expire at the latest upon payment of the goods delivered. We shall remain authorised to resell the goods in the ordinary course of business, even before payment of the agreed remuneration, with advance assignment of the claim arising therefrom. This excludes all other forms of retention of title, in particular extended retention of title, passed-on retention of title and retention of title extended to further processing.

§ 7 Defective delivery

(1) The statutory provisions shall apply to our rights in the event of material defects and defects of title of the contractual performance (including wrong delivery and short delivery) and in the event of other breaches of duty by the supplier, unless otherwise stipulated below. Sections 433 et seqq. BGB apply to services under a purchase contract, and sections 631 et seqq. BGB apply to services under a contract for works and services.

(2) The supplier shall be liable in particular for ensuring that the contractual performance has the agreed quality at the time of transfer of risk to us and complies with the regulations applicable in Germany and the EU, in particular the food regulatory requirements. Insofar as the country of destination is outside the EU and the supplier is aware of the country of destination, the supplier shall also guarantee that the goods also comply with the respective specifications applicable in the country of destination. In any case, the product descriptions and specifications which - in particular by designation or reference on our order - are the subject matter of the respective contract, or have been included in the contract in the same way as these GTCP, shall be deemed to be an agreement on the quality. It makes no difference whether the product description comes from us, the supplier or the manufacturer. The supplier further warrants that the product to be delivered is of such a nature and design that it will remain free of defects even under the usual stress to which the product is subjected during packaging, post-processing, the finishing process or during transport.

(3) Notwithstanding Section 442 (1) sentence 2 of the BGB, we shall also be entitled to unlimited claims for defects if the defect remained unknown to us at the time of conclusion of the contract due to gross negligence.

(4) Subsequent performance shall also include all activities and reworking that put the goods or services in a condition that corresponds to the individually concluded delivery contract. Our legal entitlement to reimbursement of corresponding expenses remains unaffected. The supplier shall bear the expenses necessary for the purpose of inspection and subsequent performance even if it turns out that there was actually no defect. Our liability for damages in the event of an unjustified request to remedy a defect shall remain unaffected; in this respect, however, we shall only be liable if we recognised or were grossly negligent in not recognising that there was no defect.

(5) Without prejudice to our statutory rights and the provisions in para. 5, the following shall apply: We shall have the right to choose the form in which the supplementary performance is to take place. If the supplier does not fulfil its obligation to remedy the defect, at our discretion, by remedying the defect (rectification) or by delivering a defect-free item (replacement), within a reasonable period of time set by us, we may remedy the defect ourselves and demand compensation from the supplier for the expenses required for this, or a corresponding advance payment. If subsequent performance by the supplier has failed or is unreasonable for us (e.g. due to a particular urgency, risk to operational safety or imminent occurrence of disproportionate damage), no deadline needs to be set; we shall inform the supplier of such circumstances without delay, if possible in advance.

(6) Otherwise, in the event of a material defect or defect of title, we shall be entitled to a reduction in the purchase price or to withdraw from the contract in accordance with the statutory provisions. In addition, we shall be entitled to compensation for damages and expenses in accordance with the statutory provisions, in particular also to compensation for lost profit.

(7) The statutory provisions (§§ 377, 381 of the German Commercial Code [HGB]) shall apply to the commercial duty to inspect and report defects, subject to the following proviso: Our inspection obligation is limited to defects which become apparent during our incoming goods inspection by an external examination including the delivery papers (e.g. transport damage, wrong and short delivery) or which are recognisable during our quality control in the random sampling procedure. Insofar as acceptance has been agreed, there shall be no inspection obligation. Notwithstanding our inspection obligation, our complaint (notice of defect) shall be deemed to have been made without delay and in good time if it is sent within 14 working days of discovery or, in the case of obvious defects, of delivery.

§ 8 Inspection obligations and liability for supplied goods

(1) If goods are supplied which are not delivered directly by us, the supplier shall not only inspect the supplied goods for transport damage, but shall also subject them to an intensive inspection with regard to defects, and inform us immediately in writing of any defects.

(2) The supplier shall be fully liable to us for any damage or loss occurring during storage or processing of the supplied goods by the supplier, unless the defect is due to a defect in the supplied goods.

(3) The supplier is obliged to take out and maintain an insurance policy in which the goods supplied by us are also insured.

§ 9 Acceptance for performance under a contract for work and services

(1) Formal acceptance shall take place even if this has not been expressly agreed in writing.

(2) Implied acceptance through use of the subject matter of the contract is expressly excluded.

§ 10 Obligations to cooperate

The supplier shall immediately comply with its obligations to report, provide information and cooperate with all official measures relating to the goods and services it has supplied, both with regard to us and with regard to the authorities.

§ 11 Supplier recourse

(1) We shall be entitled to our legally determined right of recourse within a supply chain (supplier recourse pursuant to §§ 445a, 445b, 478 BGB) without limitation in addition to claims in respect of defects. In particular, we shall be entitled to demand from the supplier exactly the same type of subsequent performance (rectification or replacement) that we owe our customer in the individual case. Our statutory right to choose (§ 439 para. 1 BGB) is not restricted by this. In any case, the limitation period shall be 3 years, starting from the transfer of risk or from acceptance, if this is owed or agreed.

(2) Before we recognise or fulfil a claim for defects asserted by our customer (including reimbursement of expenses pursuant to Sections 445a (1), 439 (2) and (3) BGB), we shall notify the supplier and request a written statement, briefly stating the facts of the case. If a substantiated statement is not made within a reasonable period of time and if no amicable solution is brought about, the claim for defects actually conceded by us shall be deemed to be owed to our customer. In this case, the supplier shall be responsible for proving the contrary.

(3) Our claims from supplier recourse shall also apply if the defective goods have been further processed by us or another contractor.

§ 12 Producer liability

(1) If the supplier is responsible for product damage, it shall indemnify us against third-party claims insofar as the cause lies within its sphere of control and organisation and is itself liable in relation to third parties.

(2) Within the scope of its indemnity obligation, the supplier shall reimburse expenses, pursuant to Sections 683, 670 BGB, arising from, or in connection with, a third-party claim including recall actions carried out by us. We shall inform the supplier - as far as possible and reasonable - of the content and scope of any recall measures and give it the opportunity to comment. Further legal claims remain unaffected.

(3) The supplier shall take out and maintain business liability insurance including product liability insurance with at least the following lump-sum coverage per personal injury and/or property damage: 20 million euros per insured event and at least 40 million euros in aggregate losses per year, for financial losses at least 0.5 million euros per insured event and at least 1 million euros in aggregate losses per year.

§ 13 Limitation period

(1) The mutual claims of the contracting parties shall become statute-barred in accordance with the statutory provisions, unless otherwise stipulated below.

(2) Notwithstanding § 438 (1) no. 3 BGB, the general limitation period for claims for defects shall be 3 years from the transfer of risk. Insofar as acceptance is owed or agreed, the limitation period shall begin with acceptance. The 3-year limitation period shall also apply accordingly to claims resulting from defects, whereby the statutory limitation period for claims in rem of third parties for surrender of goods (§ 438 (1) no. 1 BGB) shall remain unaffected; claims resulting from defects shall furthermore not become time-barred in any case as long as the third party can still assert the right - in particular in the absence of limitation - against us.

(3) The limitation periods including the above extension shall apply - to the extent provided by law - to all contractual claims for defects. Insofar as we are also entitled to non-contractual claims for damages due to a defect, the regular statutory limitation period (§§ 195, 199 BGB) shall apply to this, unless the application of the limitation periods of the law governing the sale of goods leads to a longer limitation period in individual cases.

§ 14 Choice of law and place of jurisdiction

(1) The law of the Federal Republic of Germany shall apply to these GTCP and the contractual relationship between us and the supplier to the exclusion of international uniform law, in particular the UN Convention on Contracts for the International Sale of Goods.

(2) If the supplier is a merchant within the meaning of the German Commercial Code, a legal entity under public law or a special fund under public law, the exclusive - including international - place of jurisdiction for all disputes arising from the contractual relationship shall be our registered office in Edling. However, in all cases we shall also be entitled to bring an action at the place of performance of the delivery obligation or at the general place of jurisdiction of the supplier. Overriding statutory provisions, in particular on exclusive competence, shall remain unaffected.

Complaint proceedings are only admissible before the courts of ordinary jurisdiction. Arbitration agreements are therefore expressly excluded.