

**GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY
of Pharmaceuticals Handels GmbH
As of 01.01.2021**

1. Scope of Application, Deviating Terms and Conditions, Future Business, Prevailing Agreements, Written Form for Legally Relevant Declarations

1.1 These General Terms and Conditions of Sale and Delivery shall apply to any offers or declarations of acceptance issued by Pharmaceuticals Handels GmbH (hereinafter referred to as "**Pharmaceuticals**"), as well as to any deliveries and other services provided by Pharmaceuticals (including cost estimates, additional services, consultations and information), and to all contracts that Pharmaceuticals concludes as a seller, supplier and contractor with the buyer or client (hereinafter referred to as the "**Customer**").

1.2 These General Terms and Conditions of Sale and Delivery shall apply exclusively. Any conflicting, deviating or supplementary conditions of the Customer shall only apply if Pharmaceuticals explicitly consents to their validity in writing in each case.

1.3 These General Terms and Conditions of Sale and Delivery shall even apply if Pharmaceuticals unconditionally delivers a product or service to the Customer in the knowledge of the latter's conflicting or deviating conditions.

1.4 These General Terms and Conditions of Sale and Delivery shall only apply to dealings with "entrepreneurs", as defined in Section 14 of the German Civil Code (BGB), as well as to dealings with legal persons under public law or special funds under public law pursuant to Section 310 (1), sentence 1 BGB.

1.5 The latest version of these General Terms and Conditions of Sale and Delivery shall also apply exclusively to any future business concluded with the Customer within the scope of the parties' current business relations, even if the application of this document is not explicitly agreed again.

1.6 Any individual agreements concluded with the Customer (including side agreements, additions and amendments) and any deviating information contained in offers / declarations of acceptance shall take precedence over these General Terms and Conditions of Sale and Delivery.

1.7 Any legally relevant declarations and notifications to be submitted by the Customer to Pharmaceuticals after the contract has been concluded (e.g. set deadlines, complaints for defects, declaration of withdrawal from the contract or price reductions) must be made in writing to be effective.

2. Contractual Declarations (Written Form), Documents

2.1 Any offers, declarations of acceptance, amendments and other (side) agreements before or upon conclusion of the contract must be made in writing to be legally effective (e.g. letter, fax, signed document sent via email; hereinafter referred to collectively as "**in writing**").

2.2 Any offers made by Pharmaceuticals (particularly regarding prices, quantities and delivery dates) shall be non-binding and only regarded as an invitation for the Customer to make a request for a contract (hereinafter referred to as an "**order**"), unless stated otherwise in a specific offer submitted by Pharmaceuticals. The Customer shall be bound to its order for two weeks. A contract shall only become legally effective when Pharmaceuticals issues a written order confirmation, but at the latest – by derogation from Section 2.1 – when the Customer accepts the delivery.

2.3 Order confirmations shall only ever be issued by Pharmaceuticals in writing.

2.4 Pharmaceuticals shall retain ownership of any technical illustrations, product descriptions or other documents issued to the Customer over the course of the contractual negotiations. They may only be passed on to third parties with Pharmaceuticals express prior written consent.

2.5 Pharmaceuticals shall be entitled to ask the Customer to prove it is authorised to purchase the ordered products if the applicable laws stipulate a special form of registration and/or authorization for the purchase of the type of products concerned. Pharmaceuticals shall only be obliged to deliver the products when the Customer has provided the appropriate evidence.

3. Pricing, Terms of Payment, Late Payment, Offsetting / Withholding Payments, Financial Deterioration, Electronic Invoicing, SEPA Direct Debit Mandate, Packaging

3.1 Unless otherwise stated in an order confirmation, all prices shall include "Free Carrier" shipment from Pharmaceuticals headquarters (as described in the current Incoterms® 2020) and the usual packaging. Unless otherwise agreed, all prices shall be indicated as net prices in euros; value added tax shall be charged additionally at the statutory rate applicable at the time of invoicing; the value added tax shall be indicated separately.

3.2 Unless otherwise stated in the order confirmation, all invoices issued by Pharmaceuticals shall be due for payment within 10 days of the invoice date. Deductions for early payment shall only be granted by express written agreement.

3.3 A payment shall only be considered made when the full invoice amount is at Pharmaceuticals disposal. Pharmaceuticals shall not be obliged to accept cheques or bills of exchange; they shall only be accepted as full payment following a successful bank clearance process.

3.4 In the event of late payment, Pharmaceuticals shall be entitled to charge interest at 9 percentage points above the respective base rate and the statutory default fee of EUR 40.00. Pharmaceuticals explicitly reserves the right to assert a greater claim for damages as a result of late payment.

3.5 The Customer hereby agrees to electronic invoicing in accordance with sentence 7 and 8 of Section 14 (1) of the German Value Added Tax Act (UStG). Any complaints about invoices must be made by the Customer immediately (i.e. without culpable delay) in writing.

3.6 The Customer may only offset claims against counterclaims that are acknowledged by Pharmaceuticals, undisputed, legally established or ready for judgement. The Customer shall only be authorised to withhold a payment if its counterclaim is based on the same contractual relationship and is acknowledged by Pharmaceuticals, undisputed, legally established or ready for judgement.

3.7 If payment via direct debit is agreed, the Customer shall issue Pharmaceuticals with a mandate upon request to participate in the SEPA business-to-business direct debit scheme.

3.8 If it becomes apparent that Pharmaceuticals's claim to consideration is jeopardized by the Customer's solvency after the contract has been concluded, Pharmaceuticals may refuse to provide its services until the Customer renders the consideration or provides a security. After a period set for this purpose, Pharmaceuticals shall be entitled to withdraw from the contract and/or demand compensation for damages or the reimbursement of expenses if the legal requirements are met.

4. Delivery, Partial Deliveries, Force Majeure, Deliveries from Suppliers, Delivery Delays, Liability for Late Deliveries

4.1 Unless otherwise indicated or agreed by Pharmaceuticals, all delivery dates and deadlines shall be non-binding. A delivery period shall only begin when all necessary documents, permits, clearances or other cooperative actions have been provided by the Customer or an agreed

down payment has been made. Even after a delivery period has begun, Pharmaceuticals shall not be obliged to deliver if the Customer fails to properly perform its own obligations on time, particularly if it falls in arrears (see Section 3.8). Pharmaceuticals reserves the defence of unperformed contract.

4.2 Unless otherwise agreed, all deliveries shall be made as "Free Carrier" shipments from Pharmaceuticals's headquarters (as described in the current Incoterms® 2020).

4.3 Pharmaceuticals shall be entitled to deliver the goods in partial quantities to a reasonable extent.

4.4 If the delivery of the goods is hindered by force majeure or other unforeseeable events that prevent Pharmaceuticals from delivering the goods on the agreed date or by the agreed deadline through no direct or indirect fault of its own, the delivery date and deadline shall be extended by the amount of time for which the performance of the contract is disrupted by such circumstances plus a reasonable recovery time. However, the Customer shall only be entitled to withdraw from the contract after setting a reasonable grace period for the delivery. Such events particularly include breakdowns caused by fire, water or storms, as well as labour disputes, pandemics, epidemics or plagues that may affect Pharmaceuticals or one of its suppliers. Pharmaceuticals reserves the right to exercise further rights.

4.5 Section 4.4 shall also apply in the case of a long-term supply relationship; Pharmaceuticals shall even be entitled to terminate the entire contract if only partial deliveries are affected but Pharmaceuticals cannot be reasonably expected to fulfil the terms of the entire contract due to force majeure.

4.6 If Pharmaceuticals does not receive deliveries on time or at all from its suppliers, it shall not be deemed in default of its obligations to the Customer, unless Pharmaceuticals is responsible for the late supply or lack of supplies. Pharmaceuticals shall be entitled to withdraw from the contract if becomes clear that its suppliers will not be able to supply the ordered goods through no fault of its own.

4.7 In the event of late delivery, Pharmaceuticals shall be liable for damages in accordance with Section 7 of these General Terms and Conditions of Sale and Delivery. In the event of slight negligence, however, Pharmaceuticals liability for damages caused by delay shall be limited to 0.5% of the value of the delayed (partial) delivery for every full week of delay, up to a maximum of 5% of the value of the delayed (partial) delivery.

4.8 If the customer requests a temperature controlled delivery the additional costs have to be covered by the same.

5. Default on Acceptance, Storage Costs, Flat-Rate Compensation

5.1 If the Customer defaults on the acceptance of the goods or culpably violates any other of its obligations to cooperate, Pharmaceuticals shall be entitled, without prejudice to its other rights, to appropriately consign or store the goods at the risk and expense of the Customer. Pharmaceuticals may commission a forwarding agent or warehouse keeper for such purposes. If Pharmaceuticals stores the goods on its own premises, it shall be entitled to a storage fee amounting to 0.25% of the net purchase price of the stored goods per full week of storage. Higher or lower storage costs may be proven and charged accordingly. Pharmaceuticals reserves the right to assert further claims.

5.2 The risk of the accidental loss or deterioration of the goods shall be transferred to the Customer at the point in time at which it defaults on acceptance.

5.3 If the Customer refuses to accept the contractually agreed goods, or if a reasonable grace period for acceptance expires without the desired result, Pharmaceuticals shall be entitled to withdraw from the contract and/or demand compensation for damages instead of providing the

service. In such cases, Pharmaceuticals shall be entitled to demand 20% of the agreed net purchase price from the Customer as compensation. The Customer shall be free to present evidence that Pharmaceuticals has not incurred any damage or less damage than the flat-rate compensation. Pharmaceuticals reserves further rights, particularly the right to prove it has incurred a greater degree of damage.

6. Complaints for Defects – Guarantee

6.1 The Customer may only assert claims for defects if it inspects the goods immediately after delivery, and in any case before processing the goods. Apparent defects must be immediately reported to Pharmaceuticals in writing (within one week of delivery at the latest). If a hidden defect subsequently becomes apparent, a written complaint must similarly be made immediately (within one week of its discovery at the latest). If the Customer fails to report a defect, the delivery shall be considered faultless and approved. Any rejected goods must be properly stored by the Customer at its own expense. The timeliness of a complaint shall depend on the time at which it is received by Pharmaceuticals.

6.2 The expected quality of a product shall be determined by the product specifications and the information contained in the offer.

6.3 If the Customer reports a defect on time in accordance with Section 6.1, Pharmaceuticals shall be entitled, at its own discretion, to resolve the issue by either remedying the defect or delivering another flawless item. If Pharmaceuticals decides to remedy the defect, it shall bear all the necessary expenses, unless the rectification measure is made more expensive by the fact that the goods have been moved to a different location since delivery.

6.4 The Customer shall not be entitled to assert claims for defects if there is only a minor deviation from the expected quality of a product or a minor impairment of its usability.

6.5 The Customer may only assert claims against Pharmaceuticals for the breach of third-party industrial property rights or copyrights if it immediately informs Pharmaceuticals in writing about any such claims asserted by third parties, it does not acknowledge a breach and allows Pharmaceuticals to take care of all protective measures and settlement agreements. Furthermore, the Customer may not assert claims if the breach of third-party industrial property rights or copyrights is caused by special requirements of the Customer, by an application of the goods that could not be foreseen by Pharmaceuticals, or by the fact that the delivery is changed by the Customer or used alongside products that are not supplied by Pharmaceuticals.

6.6 The Customer may only assert claims for damages caused by defects if Pharmaceuticals liability is not excluded or limited in accordance with Section 7 of these General Terms and Conditions of Sale and Delivery. The Customer may not assert any claims for defects beyond those stipulated in Section 6 of these General Terms and Conditions of Sale and Delivery.

6.7 With the exception of claims for damages caused by defects, all claims for defects shall expire after one year; the limitation period shall begin when the goods are delivered. The right to withdraw from the contract or reduce the purchase price shall also expire one year after the goods are delivered.

7. Liability

7.1 Pharmaceuticals shall be fully liable for damages in the event of intent and gross negligence. In the event of a slightly negligent breach of a primary contractual duty or a secondary contractual duty, the breach of which jeopardises the achievement of the contractual purpose or the fulfilment of which allows the contract to be properly performed in the first place and in the compliance with which the Customer may put its trust (hereinafter referred to as an “**essential secondary duty**”), Pharmaceuticals’s liability shall be limited to the typical degree of damage for the type of contract in question that was foreseeable at the time the contract was concluded.

7.2 In the event of a slightly negligent breach of a primary contractual duty or essential secondary duty, Pharmaceuticals liability shall be limited to the order value.

7.3 Pharmaceuticals shall not be held liable for the slightly negligent breach of secondary contractual duties that are not essential secondary duties.

7.4 The above exclusions and limitations shall not apply if defects are fraudulently concealed or if a guarantee is undertaken for product qualities or expiry dates, nor shall they apply to Pharmaceuticals liability for claims asserted by the Customer in accordance with the German Product Liability Act (ProdHaftG) or for damage to the Customer's life, limb or health. This shall not reverse the burden of proof to the detriment of the Customer.

7.5 If Pharmaceuticals liability is excluded or limited, this shall also apply to the personal liability of Pharmaceuticals's legal representatives, employees, workers and vicarious agents.

7.6 With the exception of claims resulting from prohibited acts, any claims for damages asserted by the Customer, where Pharmaceuticals's liability is limited in accordance with Section 7 of these General Terms and Conditions of Sale and Delivery, shall expire one year from the start of the statutory limitation period.

8. Reservation of Proprietary Rights

8.1 Pharmaceuticals shall retain ownership of the delivered goods (hereinafter referred to as "**goods subject to the reservation of proprietary rights**") until the settlement of all claims held against the Customer within the scope of the supply contract and any other claims that Pharmaceuticals acquires against the Customer in direct connection with the delivered goods, regardless of the legal grounds. Furthermore, Pharmaceuticals shall retain ownership of goods subject to the reservation of proprietary rights until the settlement of any other claims that Pharmaceuticals acquires against the Customer – now or in the future – regardless of the legal grounds (including any outstanding claims to the balance on a current account). In the case of a current account, the goods subject to the reservation of proprietary rights shall act as a security for the outstanding balance claims held by Pharmaceuticals.

8.2 If goods subject to the reservation of proprietary rights are delivered to countries where the validity of the reservation of such proprietary rights is subject to specific requirements or formalities, the Customer shall do everything at its own expense and without undue delay to grant Pharmaceuticals the appropriate security rights. The Customer shall cooperate in all measures that are necessary and beneficial for the effectiveness and enforceability of such security rights (e.g. registration, publication).

8.3 The Customer shall be entitled to process and resell goods subject to the reservation of proprietary rights within its ordinary course of business. However, the Customer shall not be entitled to process and resell goods subject to the reservation of proprietary rights if it is in arrears or has suspended its payments for more than a temporary period. If Pharmaceuticals is

the owner of goods subject to the reservation of proprietary rights, it may revoke the Customer's authorisation to process and resell such goods for objectively justifiable reasons.

The Customer hereby assigns to Pharmaceuticals all claims resulting from the processing and resale of goods subject to the reservation of proprietary rights, including any ancillary rights; Pharmaceuticals hereby accepts the assignment. The Customer shall remain entitled to collect the assigned claims; however, Pharmaceuticals reserves the right to collect the assigned claims itself. If the Customer fulfils its payment obligations, does not fall in arrears and, in particular, no application has been made to open insolvency proceedings and payments have not been suspended, Pharmaceuticals agrees to refrain from collecting the assigned claims itself. If the Customer fails to fulfil its payment obligations and Pharmaceuticals is therefore authorised to collect the claims itself, the Customer must, upon request, provide Pharmaceuticals with a list of all goods subject to the reservation of proprietary rights, as well as a list of the assigned claims and the names and addresses of the debtors with the amount of the respective claims. The Customer shall be obliged to notify the debtors of the assignment of claims upon request, and Pharmaceuticals shall be entitled to do the same.

8.5 As long as goods are subject to the reservation of proprietary rights, Pharmaceuticals must give its prior written consent for the goods to be pledged, transferred by way of security or otherwise transferred or changed in any way that affects Pharmaceuticals security. In the event of any third-party intervention (e.g. enforcement measures), the Customer must immediately notify Pharmaceuticals, provide all information and documents required for Pharmaceuticals to safeguard its rights and inform the third party of the reservation of Pharmaceuticals proprietary rights.

8.6 If the Customer breaches the contract, particularly by falling in arrears, Pharmaceuticals shall be entitled to recover the delivered goods at the end of a reasonable grace period. However, Pharmaceuticals shall not be obliged to set a grace period in the event of imminent danger. The recovery of the goods shall also constitute a withdrawal from the contract. Pharmaceuticals shall be entitled to exploit any recovered items; the proceeds from any such exploitation shall be deducted from the Customer's liabilities (minus any reasonable exploitation costs).

8.7 At the request of the Customer, Pharmaceuticals shall be obliged to waive the reservation of its proprietary rights or release its securities insofar as the realisable value of all securities granted to Pharmaceuticals from the reservation of proprietary rights, transfer by way of security and assignment in advance exceeds the total amount of the secured claims against the Customer by over 10%; Pharmaceuticals shall select the securities to be released.

9. Place of Jurisdiction and Performance, Foreign Trade Regulations and Applicable Law

9.1 If the Customer is a "merchant", as defined in the German Commercial Code (HGB), or a legal person under public law or a special fund under public law, the place of jurisdiction for any disputes arising directly or indirectly from the contractual relationship shall either be the District Court of Munich as determined by the value of the dispute. The same shall apply if the Customer does not have a general place of jurisdiction in Germany. However, Pharmaceuticals shall be entitled to sue the Customer at another legal venue. The above provisions shall have no bearing on the regulations governing the exclusive jurisdiction of certain institutions.

9.2 Unless otherwise indicated in the order confirmation, the place of performance shall be Pharmaceuticals place of business. The Customer must transfer money to Pharmaceuticals place of business at its own risk and expense.

9.3 The performance of the contract shall be subject to the proviso that no obstacles are posed by German, US or other mandatory national, EU or other international foreign trade regulations, embargoes or other sanctions.

9.4 The contract shall be subject to the laws of the Federal Republic of Germany to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).