

## § 1

### Scope of application; conflict of terms

- (1) These GTC apply to all our business relationships with our suppliers, subcontractors, service providers and work contractors ("**Suppliers**") in connection with the purchase of products ("**Contractual Products**") and/or services, in particular work performance or services ("**Services**").
- (2) Our GTC shall apply exclusively. Any conflicting, deviating or supplementary terms and conditions of the Supplier are hereby rejected and shall not become part of the contract unless we expressly consent to their validity in writing. It shall not constitute consent, for example if with knowledge of the Supplier's terms and conditions of business, we unconditionally place orders, accept Contractual Products or other Services or directly or indirectly refer to letters etc. containing the Supplier's or third party's terms and conditions of business.
- (3) Our GTC in the version current at the time of our order shall also apply as a framework agreement for subsequent business relationships and contracts within the meaning of § 1 (1) with the same Supplier without us having to refer to them again.

## § 2

### Conclusion and terms of contract

- (1) Only orders placed in writing or confirmed by us in writing shall be binding on us. The Supplier shall be responsible for checking our orders and any associated documents, requirements, specifications and stipulations itself and shall notify us without delay of any inaccuracies, ambiguities, incompleteness, inconsistencies or deviations from the newest state of the art and any other concerns it may have.
- (2) The Supplier may only accept our orders without amendment and by written confirmation within the commitment period stated therein, if any, or, if no commitment period is stated, within seven (7) working days from receipt of the order. The timely receipt by us of the confirmation or the confirmation of dispatch during our normal business hours shall be decisive. If we do not receive a confirmation of the order or dispatch within the above deadline, the order shall be deemed to have been rejected. Until acceptance of the order by the Supplier, we shall not be bound by the order and may revoke or amend the order at any time.
- (3) If the term "in writing" or a similar form provision is used in these GTC, this shall also include communication by e-mail, fax or other durable forms of electronic communication.

## § 3

### Delivery terms; contractual penalty; transfer of risk; changes

- (1) Unless otherwise agreed, DDP (INCOTERMS 2020) (based on the delivery address specified in our order or, if no such address is specified, our respective ordering location) shall apply to all deliveries by the Supplier. The place of performance for the delivery of Contractual Products/provision of Services is our registered office, unless otherwise stated in the order. Unless otherwise agreed, the delivery of Contractual Products/Services may only take place during business hours at the respective place of performance.
- (2) Any delivery/service times specified in the order are binding on the Supplier. Insofar as no delivery/service times are specified in the order, the delivery of Contractual Products/Services shall take place without delay. The Supplier shall inform us without delay in writing if it is foreseeable that delivery/service times cannot be met. The Supplier shall inform us of the reason and the expected duration of the delay. Acceptance of a delayed delivery or service does not constitute a waiver of any claims for compensation.
- (3) If the Supplier is in default with a delivery, we shall be entitled - in addition to further legal rights - to charge a contractual penalty of 0.5% of the net price of the delayed delivery for each commenced calendar week of the delay, but in total not more than 5% of the net price of the delayed portion. The contractual penalty must be claimed by us at the latest upon payment of the delivery with which the Supplier was in default. Any contractual penalty paid shall be set off against any further claim for damages based on the same cause of loss. We reserve the right to prove a higher loss, and the Supplier may evidence that we have incurred no loss at all or only a significantly lower loss.
- (4) The Supplier agrees that it shall:
  - a) upon request, provide us with certificates of origin, declarations, documents and data on trade requirements and shall inform us in detail and in writing about possible export restrictions or licensing requirements in the country of origin or at the place of destination of the Contractual Products and Services,
  - b) provide full details of any existing and potential risks or hazards associated with the Contractual Products, in particular toxicity, flammability, harmful effects by inhalation or direct contact and whether the hazards arise from direct or indirect use,
  - c) provide full details of the appropriate safety precautions to be taken in connection with the use and handling of the Contractual Products; and
  - d) mark all packaging and containers with hazardous, toxic or otherwise harmful Contractual Products in the prescribed and clearly visible manner in order to protect persons handling or coming into contact with these Contractual Products.
- (5) Early delivery and/or partial delivery of Contractual Products and/or provision of Services is only permitted with our prior written consent. Otherwise, we may reject them. Return transport shall be at the expense and risk of the Supplier.

- (6) If we are unable to accept delivery on the contractually agreed date for whatever reason, the Supplier shall store the Contractual Products and keep them in a condition customary in the trade. We shall reimburse the Supplier for the reasonable costs of this storage upon presentation of corresponding evidence.
- (7) The risk of accidental loss and accidental deterioration shall not pass to us until the Contractual Products are handed over to us at the place of performance. Insofar as the Service consists of a work service or an acceptance has been agreed, the risk shall only pass to us upon successful acceptance.
- (8) Any changes to the Contractual Products/Services, in particular to their specifications or changes to their manufacturing process including changes to production materials used, testing equipment and methods, production facilities or environment, relocation of the production process to another manufacturing location (also within the same property), changes by or at sub-suppliers or subcontractors etc. shall require written approval by us and shall be notified by the Supplier without undue delay, at least twelve (12) months in advance, stating the associated additional or reduced costs.
- (9) We may demand reasonable changes to the specification, design or execution of the Contractual Products or Services from the Supplier. The effects, in particular with regard to additional or reduced costs as well as delivery or service dates, are to be reasonably and mutually agreed.

#### **§ 4**

##### **Prices; Invoices; Dispatch; Terms of payment**

- (1) The agreed prices are fixed prices plus statutory value added tax. Unless expressly agreed otherwise, the price shall include all costs of packaging, packing, shipping, freight, insurance and delivery of the goods, all travel expenses, board and lodging and other costs in connection with the Services and all duties, fees, licences, permits and taxes (other than VAT) as may be incurred from time to time in respect of Contractual Products and/or Services.
- (2) The Contractual Products shall be packaged in a manner customary in the trade and sufficiently protected against transport damage. The Supplier shall take back packaging material at our request and at its own expense.
- (3) All order confirmations, delivery documents and invoices shall also state our order number, the order date, our item number, unit and final prices, the item description, delivery quantity and delivery address as well as the name and address of the Supplier. In the event of a processing delay due to missing information, our payment deadline shall be automatically extended by a reasonable period of time.
- (4) Payment terms are 14 days with 3% discount or 30 days net. The payment term shall commence upon receipt of a proper invoice, but not before complete delivery of the invoiced Contractual Products or provision of the invoiced Service including all documents and acceptance (if acceptance is required).
- (5) Payment of an invoice by us shall not constitute an acknowledgement of the Contractual Products and/or Services covered by the invoice and shall be without prejudice to any claims to which we may be entitled against the Supplier.
- (6) Unless otherwise agreed, the preparation of drafts and cost estimates as well as similar actions by the Supplier in preparation for the order shall be free of charge.

#### **§ 5**

##### **Retention of title by the Supplier**

- (1) Unless otherwise agreed by the parties, title to the Contractual Products or the relevant part of the Contractual Products shall pass (i) upon payment for the Contractual Products or the relevant part thereof or (ii) upon delivery of the Contractual Products at the agreed place of delivery, whichever is earlier.
- (2) Insofar as ownership of the Contractual Products or part thereof has passed to us but the Contractual Products are still in the possession of the Supplier, the Supplier shall clearly mark the Contractual Products as our property and store them separately from all other goods.
- (3) Unless the parties have agreed otherwise and subject to mandatory statutory provisions, we shall be entitled to process and resell the Contractual Products in the ordinary course of business even before payment of the purchase price.

#### **§ 6**

##### **Delivery modalities, reservation of title, copyrights and industrial property rights; confidentiality**

- (1) We reserve all property rights, copyrights and intellectual property rights to all documents, materials and other items (e.g., order documents, plans, drawings, illustrations, calculations, product descriptions and specifications, manuals, samples, models and other physical and/or electronic documents, information and items) provided to us by the Supplier.
- (2) The Supplier may not make the above items available or communicate them to third parties and may not exploit, reproduce or change them without our prior written consent, neither as such nor the content thereof. The Supplier shall use such items exclusively for the contractual purposes and return them to us in full at our request and destroy (or delete) any existing (including electronic) copies insofar as they are no longer required by it in the ordinary course of business and in accordance with statutory storage obligations. Upon our request, the Supplier shall confirm to us the completeness of the return and destruction/deletion or explain which of the above-mentioned documents, materials and items it still considers necessary for the reasons specified above.
- (3) The Supplier shall keep confidential all information and documents which we provide to it or which it otherwise obtains in relation to our business or which it has produced or is producing specifically for us in connection with the performance of the contract. This obligation shall survive any termination or ending of the contract for any reason but shall not apply to any

information or documents which are or become generally available without breach of the Supplier's obligations or which are disclosed to the Supplier's subcontractors to the extent necessary for the performance of the contract.

## **§ 7 Tools**

- (1) Materials, tools, moulds, models, films, devices and all other items (e.g. software, finished and semi-finished products) (i) which we make available to the Supplier, (ii) which we obtain within the framework of the contractual relationship with the Supplier or (iii) which are purchased, manufactured or used by the Supplier in connection with the contractual relationship with us and paid for by us ("**Tools**") shall remain our property and may only be used for the purpose of fulfilling the Supplier's contractual obligations. Ownership of the Tools shall pass from the Supplier to us on the date the Tools are acquired by the Supplier or, where the Tools are manufactured by the Supplier, shall pass to us on the date of completion of manufacture. No further acts of the parties are required to make the transfer of ownership effective. The Supplier shall mark the Tools as our property immediately after they are made available to the Supplier or immediately after acquisition or manufacture by the Supplier. Upon request, the Supplier shall provide evidence of this marking by means of photographs or by other means. The Supplier shall use the Tools exclusively for the provision of Services to us or for the manufacture of the Contractual Products ordered by us. The Supplier shall hand over the Tools to us upon request.
- (2) The Supplier shall insure the Tools owned by us at its own expense on reasonable conditions at replacement value. The Supplier shall carry out inspections, maintenance and repairs in a timely manner at its own expense.

## **§ 8 Quality requirements; REACH and CLP Regulation**

- (1) The Supplier shall supply the Contractual Products with the highest quality in accordance with the Supplier's warranty set out in § 11. The Supplier shall comply with the applicable legal provisions and the recognised industry practices and standards and shall develop, produce and test the Contractual Products to be supplied in such a way that they comply with the said provisions, practices, standards and the contractually agreed terms. The Supplier shall establish and maintain a documented quality assurance system of a suitable type and scope and in accordance with the latest state of the art. It shall keep records, in particular of quality inspections, and make them available to us without delay upon request. The Supplier shall hold and maintain an ISO 9001 certification, which shall be renewed regularly, and shall provide us with evidence thereof upon request. Insofar as the Contractual Products are products for use in the pharmaceutical sector, the Supplier shall comply with the requirements of Good Manufacturing Practice (GMP).
- (2) The Supplier warrants that its products comply with all provisions of Regulation (EC) No 1907/2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH Regulation) and Regulation (EC) No 1272/2008 on Classification, Labelling and Packaging of Substances and Mixtures (CLP Regulation). This includes in particular the registration of the substances contained in the product and to be registered according to REACH Regulation, the automatic provision of a safety data sheet according to Art. 31 REACH Regulation or the information according to Art. 32 REACH Regulation and the classification, labelling and packaging according to CLP Regulation. This also applies if it is not established in the European Economic Area (EEA). If the Supplier is not established in the EEA, it shall ensure that an Only Representative pursuant to Art. 8 REACH Regulation fulfils the obligations under the REACH Regulation. The Supplier warrants that its products do not contain any substances of very high concern (SVHC) within the meaning of Art. 57 REACH Regulation and no substances included in the so-called candidate list or in Annex XIV or Annex XVII REACH Regulation pursuant to Art. 59 (1) REACH Regulation. The Supplier shall inform us in writing without delay, stating the concentration in mass percent in the respective partial product, if an ordered and/or already delivered product contains such substances - irrespective of the reason.
- (3) If the Supplier becomes aware that the Contractual Products or Services do not comply with the quality requirements and the Supplier's warranty contained in § 11 and/or if the Supplier has justified doubts as to whether the Contractual Products or Services comply with these requirements, the Supplier shall immediately notify us in writing and inform us of any measures to be taken. The same shall apply if the Supplier becomes aware of property rights of third parties which conflict with our unrestricted use of the Contractual Products or Services. The acceptance and handling of this information by us shall be without prejudice to the claims to which we are entitled against the Supplier as a result of this non-compliance.
- (4) We may inspect the Contractual Products or Services at the Supplier's site or other locations at any time prior to their provision or completion. Such inspection by us shall not relieve the Supplier of its responsibility or liability for the Contractual Products or Services and shall not constitute acceptance of the Contractual Products or Services by us. The right of inspection prior to delivery shall not affect our right to refuse acceptance of Contractual Products after delivery.
- (5) We may request raw material certificates and test certificates for materials and equipment used in the procurement and manufacture of the Contractual Products. The Supplier shall provide us with these certificates within five (5) working days of receipt of the request. The Supplier shall ensure the traceability of its products at all times. Furthermore, it shall take suitable measures to ensure that if a defect occurs in one of its products, it can immediately determine which other products may be affected.

## § 9

### Duty to examine and to give notice of defects

- (1) The Supplier shall provide all Contractual Products and Services in accordance with the contractually agreed terms and the specifications. We may inspect the Contractual Products on or after acceptance of the Contractual Products. However, we are only required to inspect the Contractual Products for discrepancies in type and quantity and for obvious damage (including damage in transit) and we shall notify the Supplier of such discrepancies and damage within eight (8) days after receipt of the delivery at the delivery address and, in the case of latent defects, within five (5) days of their discovery. In order to fulfil the obligation to notify, we must only provide the Supplier with a brief description of the deviation, damage or defect.
- (2) If we are obliged under the contractual agreement or under the given circumstances to inspect and approve the Contractual Products or Services with regard to their conformity with the contract, the Supplier shall request us to carry out this inspection and acceptance after delivery of the Contractual Products or provision of the Services ("**Acceptance Procedure**"). The Supplier shall make this request in accordance with the contractually agreed dates or as soon as possible if no dates have been set. At our request, the Supplier shall provide suitable personnel to participate in this test free of charge. We may refuse acceptance of Contractual Products or Services in whole or in part if the Supplier fails to evidence that they comply with the contractual requirements and/or the agreed acceptance criteria. If we refuse acceptance of the Contractual Products or Services in whole or in part, the Supplier shall immediately investigate the non-conformity, remedy the non-conformity and repeat the Acceptance Procedure. If the second Acceptance Procedure is unsuccessful, we may choose, at our own discretion, to repeat the Acceptance Procedure or to assert the claims set out in § 11. If we use the Contractual Products or Services in whole or in part due to operational necessities, this shall not be deemed to be acceptance of the Contractual Products or Services.

## § 10

### Intellectual property rights

- (1) Know-how, confidential information, intellectual property rights, in particular patents, trademarks, service marks, design rights (registered or unregistered), copyrights (including future copyrights) and related applications developed by the Supplier or its agents in connection with (i) a development commissioned by us, (ii) a modification of a product specifically made for us or (iii) in the context of the manufacture of a Tool to be used for us ("**New Intellectual Property Rights**") belong to us and are remunerated by the payment of the price of the supplies and/or Services. The New Intellectual Property Rights are hereby assigned to us in advance by the Supplier - to the extent legally permissible - upon their creation in the respective state of processing; we hereby accept this assignment. We have the sole right to use and exploit the New Intellectual Property Rights at will and without restriction. The Supplier shall use New Intellectual Property Rights exclusively for the purposes of the contract.
- (2) To the extent that the transfer of rights pursuant to § 10 (1) is not legally possible, the Supplier hereby grants us the unrestricted, irrevocable, exclusive, worldwide, free of charge, perpetual, sub-licensable and transferable right to use the Contractual Products and/or Services in unprocessed or processed form and in all known and unknown types of use.
- (3) The Supplier shall, through appropriate contractual agreements with its employees, subcontractors and other agents or assistants whom the Supplier uses to carry out the business relationship with us, ensure that the rights described in this § 10 can be granted to us for an unlimited period of time and without additional remuneration (including a possible inventor's remuneration) or other restrictions.
- (4) To the extent that the intended use of the Contractual Products or the Services of the Supplier by us requires a right to use the Supplier's rights which are not to be transferred or licensed to us pursuant to the above clauses, the Supplier hereby grants us a non-exclusive, unlimited, worldwide, perpetual and free of charge right to use such rights, limited to the intended use.

## § 11

### Warranty and obligations of the Supplier

- (1) Without prejudice to any other warranties arising from the agreements of the parties or from other legal grounds, the Supplier warrants that the Contractual Products and the parts or materials used in connection with the manufacture of the Contractual Products:
  - a) are suitable for the intended purpose,
  - b) comply in all respects with the specifications and, where applicable, samples, specifications or drawings; in particular, any weights, measures, marks, legends, words, particulars or descriptions stamped, printed or otherwise affixed (including any required country of origin information) on the Contractual Products or containers supplied under the contract shall be correct and comply with all laws and regulations,
  - c) are new and unused, are made of solid material and are soundly finished and free from defects (hidden or otherwise),
  - d) comply with all international and national laws and regulations applicable to the design, manufacture, sale, packaging, labelling, safety standards and use of the Contractual Products at the time of delivery,
  - e) are free from third party rights,
  - f) contain any information, warnings, instructions or documents relevant to the use, storage, operation, utilisation, transport and disposal of the Contractual Products; and

- g) comply with the representations and warranties in the Supplier's brochures, documents and advertising material, unless otherwise agreed.
- (2) In addition to the warranties to which we are entitled under the contractual relationship with the Supplier or on other legal grounds, the Supplier warrants that all Services will be performed (i) with a high degree of professional competence, proper procedures and good judgment as used by recognised professional providers of similar services, (ii) in full compliance with all applicable laws and (iii) in such a manner that the Services performed under the contract are free from defects in materials and workmanship and are fit for their intended purpose.
- (3) The Supplier's warranties shall apply for a period of 36 months from handover of the Contractual Products to us at the place of performance, from acceptance by us in accordance with § 9 (2) or from completion of the Services (the later date shall be decisive) or for a longer period determined by German law or between the parties.

## **§ 12**

### **Claims for defects**

- (1) If the Contractual Products delivered do not comply with the Supplier's warranties, we shall be entitled to the statutory warranty rights, unless otherwise stipulated in these GTC.
- (2) In the event of defects in Contractual Products, we may, at our discretion, demand rectification of the defect or replacement delivery. If the Supplier is in default of subsequent performance or if there is imminent danger so that the Supplier can no longer be requested to provide subsequent performance in good time, we may carry out the subsequent performance ourselves at the Supplier's expense. We shall inform the Supplier without delay, if possible before the work is carried out.
- (3) If defects occur in a delivery of Contractual Products which justify the assumption that further deliveries will also be defective, we may refuse acceptance of all further deliveries already bindingly ordered, so long as the Supplier does not evidence that the further deliveries are free of defects. In case of doubt, such assumption is justified if 3 % of the items from the delivered quantity show the same defect. In this case, we are also entitled to complain about the entire quantity already delivered as defective, even if the defect only becomes apparent during processing or other use of the delivered items.

## **§ 13**

### **Product and manufacturer's liability**

- (1) Insofar as the Contractual Products or Services of the Supplier can lead to hazards to life or limb or other damage, including financial damage to third parties, we shall be entitled to take measures, such as public warnings and recall actions, which we are obliged to take or which are appropriate for other reasons in order to protect third parties from damage. The Supplier shall cooperate with us in a trusting manner to eliminate the dangers emanating from the Contractual Products or Services as quickly and effectively as possible. In particular, the Supplier shall, upon request, immediately provide us with the necessary documentation proving the compliance of the Supplier's Contractual Products and Services with all applicable guidelines and standards. The Supplier shall bear the costs of such measures insofar as it is responsible for the necessity of such measures.
- (2) If the Supplier has indications that the Contractual Products or Services may lead to risks to life or limb or other damage, including financial damage to third parties, the Supplier must inform us of this immediately.
- (3) If a claim is made against us by a third party by way of product and/or manufacturer's liability and if the claim is attributable to a delivery of Contractual Products or provision of a Service by the Supplier, the Supplier shall be obliged to reimburse all expenses, costs and damages (including the costs of a reasonable legal prosecution or defence) incurred by us as a result thereof and to indemnify us against all third-party claims resulting therefrom, insofar as the Supplier is responsible for this. Further claims remain unaffected by this

## **§ 14**

### **Insurance**

The Supplier shall take out the usual insurances at its own expense at conditions customary in the industry and satisfactory to us and shall maintain these insurances. The Supplier shall provide us with a certificate of insurance upon corresponding request. For the avoidance of doubt, it is pointed out that the insurance cover does not limit the Supplier's responsibility and liability for the Contractual Products and Services.

## **§ 15**

### **Spare parts**

To the extent applicable to the Contractual Products, the Supplier shall compatible spare parts which are substantially equivalent to the parts contained in the Contractual Products in terms of function and quality, keep available for a period of ten (10) years after the last delivery of the Contractual Products or shall provide equivalent solutions for us on commercially reasonable terms.

## **§ 16**

### **Force majeure**

Natural disasters, epidemics, pandemics, riots and other unforeseeable, unavoidable and serious events shall release the parties from their performance obligations for the duration of the disruption and to the extent of its effect. Both the occurrence and the end of such an event shall be notified to the other party without delay. If the disruption lasts longer than one (1)

month, the parties shall adjust the obligations of both parties to the changed circumstances in accordance with the principles of good faith. The Supplier agrees to support us upon request in procuring an alternative source of supply for the purchase of the Contractual Products and Services to a reasonable extent, which also includes the granting or transfer of rights to use, if necessary.

## **§ 17**

### **Compliance**

- (1) The Supplier and the persons employed by the Supplier are obliged, in general and for the duration of the business relationship, to comply with all laws, ordinances and regulations affecting it and the business relationship with the purchaser, including (but not limited to) all anti-corruption laws, data protection laws, labour laws and antitrust and competition laws.
- (2) The Supplier, its management and its employees will not (i) promise, hold out the prospect of or grant any unlawful advantage to public officials, potential customers or their employees or third parties or (ii) accept any unlawful advantage from potential customers, their employees or third parties.
- (3) The Supplier shall always ensure a safe working environment, comply with all applicable regulations regarding quality, health and safety, and give due consideration to environmental protection concerns. It shall not use prohibited or unsafe materials or components and shall always ensure an environmentally sound and safe disposal of waste materials.
- (4) The Supplier is obliged to inform us immediately in writing of any breaches of any of the above obligations and to explain how the breach has been remedied and what measures it has taken to ensure that a breach does not recur.

## **§ 18**

### **Subcontractors, upstream suppliers**

- (1) Without our prior consent, the Supplier is not entitled to have Contractual Products or Services provided in whole or in part by third parties (e.g., subcontractors). The involvement of third parties does not relieve the Supplier of its responsibility. The conduct of third parties engaged by the Supplier to perform its contractual obligation towards us shall be fully attributed to the Supplier.
- (2) The Supplier shall be liable for the fault of its upstream suppliers in the supply chain as for its own fault.

## **§ 19**

### **Rights of set-off and retention**

The Supplier is (a) only entitled to set-off insofar as its counterclaim is either (aa) undisputed or (bb) legally established or (cc) in a relationship of mutuality (synallagma) with our claim against which the Supplier is setting off; (b) only entitled to assert a right of retention insofar as its counterclaim is either (aa) undisputed or (bb) legally established or (cc) based on the same contractual relationship as our claim against which the Supplier is asserting the right of retention.

## **§ 20**

### **Choice of law, place of jurisdiction**

- (1) These GTC and the business relations between us and the Supplier shall be governed by the laws of the Federal Republic of Germany to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).
- (2) The courts having jurisdiction at our registered office are agreed to have exclusive jurisdiction for all disputes arising under or in connection with these GTC or the contractual relationship between us and the Supplier. We are also entitled to bring proceedings at the Supplier's registered office.

## **§ 21**

### **Final provisions**

- (1) Amendments or supplements to these GTC must be made in writing to be effective. This also applies to the amendment of the written form clause.
- (2) The invalidity or unenforceability of one or more provisions of these GTC shall not affect the validity of the remaining provisions of these GTC. The same applies in the event that these GTC do not contain a provision that is necessary in itself. The contracting parties shall replace the invalid or unenforceable provision with the legally permissible and enforceable provision that comes closest in economic terms to the meaning and purpose of the invalid or unenforceable provision. If these GTC are incomplete, the contracting parties shall reach an agreement with the terms on which they would have agreed within the meaning of these GTC if the gap had been known at the time the contract was concluded.