

General Terms and Conditions of Business and Delivery ("GTC") of Gaplast GmbH

§ 1

Scope of application; defence clause; conclusion of contract

- (1) These GTC apply to all our deliveries of goods and materials, including those specially developed or adapted for the customer ("**Contractual Products**"), as well as to all services or other performances rendered by us, including development services ("**Services**"). We expressly object to the validity of any terms and conditions of purchase or other conditions used by the customer; these shall not become part of the contract even if we execute the order without reservation in the knowledge that the customer's terms and conditions of purchase or other conditions are contrary to or deviate from these GTC.
- (2) Unless otherwise agreed, our GTC in the version current at the time of the order shall also apply as a framework agreement for subsequent contracts with the same customer without us having to refer to our GTC again.
- (3) Our offers are always subject to change and non-binding, unless they are expressly marked as binding. A contract shall only be concluded if we confirm the order in writing (including in text form) or in the form agreed with the customer within 3 weeks after receipt of the order or if we carry out the delivery within this period.

§ 2

Services

- (1) We provide Services within the scope of our existing technical and operational possibilities. In the case of Services to be provided by us, including (but not limited to) development services and/or analysis services, no specific success is generally owed. We do not assume any responsibility for a specific result in connection with the provision of Services and are entitled to provide the Services through subcontractors. Something else applies in the case of a separate contractual agreement.
- (2) If acceptance has been agreed for our performance by way of exception, the customer is obliged to accept the work performances provided by us, including partial work performances, without delay and to declare acceptance or partial acceptance insofar as these do not have any defects which significantly impair the suitability or function. The performance shall be deemed to have been accepted if the customer uses/uses the performance as intended.
- (3) If a development is the subject of the contractual relationship and if the development (i) cannot be realised technically or physically, (ii) can only be realised at disproportionately high economic expense or (iii) Third Party Rights significantly prevent the use of such developments, we shall inform the customer thereof. In this case, we shall agree with the customer on the further course of action. If the customer does not agree to bear any additional costs associated with this circumstance and if the parties cannot agree on any alternatives, both parties shall have the right to terminate this agreement immediately.
- (4) In the event of early termination in accordance with paragraph (3) of this § 2 or under the applicable statutory law, the customer shall reimburse the remuneration incurred up to the date of termination on a time basis, including external costs, as well as those costs incurred beyond the date of termination for facilities, personnel, materials or third party costs in connection with the development or production which cannot be used elsewhere and cannot be avoided.

§ 3

Reservation of rights; amendments; confidentiality

- (1) Product descriptions in an offer or in connection with an offer contain only approximate values. We reserve the right to deviations (changes) with regard to the execution and design of the ordered Contractual Products, provided that these changes do not result in a significant change to the Contractual Products or a change that is unreasonable for the customer or provided that a different quality has been agreed with the customer. If the customer wishes to make changes to the Contractual Products or Services, or considers such changes to be necessary, the customer shall notify us thereof. We shall comment in writing on the feasibility of the change, its effects on the Contractual Products or Services and the estimated costs for the change, including any increases in the price, and submit a corresponding offer for the change. We are not obliged to make a change requested by the Customer which is not reasonable for us. The change shall only be implemented in the event of an agreement between the parties.
- (2) We reserve all property rights, copyrights and industrial property rights to all documents, materials and other objects (essentially our offers, catalogues, price lists, calculations, cost estimates, plans, drawings, illustrations, calculations, product descriptions and specifications, manuals, samples, moulds, designs, devices, models and other physical and/or electronic documents or information) provided to the customer.
- (3) Rights to technical information, ideas, processes, methods, recipes, manufacturing documents, software, formulas, forms, documents, drawings, photographs, patentable inventions, improvements, data, patents, know-how or trade secrets, irrespective of their form and irrespective of whether they are registrable as a patent or in any other way ("**Technologies**"), which arise in connection with the performance of the cooperation with the customer on our part ("**Results**"), shall belong to us alone, unless we have agreed otherwise with the customer in writing (also in text form). This does not apply to results that were developed exclusively by the customer without our participation and without the use of Technologies previously provided by us.
- (4) Reverse engineering is prohibited. The customer may not make the aforementioned items or their contents, Technologies and Results available or communicate them to third parties or his own, non-involved employees, nor may he exploit, reproduce or modify them. He shall treat them confidential, use them exclusively for the contractual purposes and return them to

us in full at our request and destroy/delete any copies (including electronic copies) unless they are required in accordance with statutory storage obligations or for the performance of the contract. At our request, the completeness of the return and destruction/deletion must be confirmed and, insofar as this confirmation is not provided, it must be explained in writing which items are still required and for what reasons.

§ 4

Prices, terms of payment; rights of set-off and retention

- (1) Our prices for deliveries of Contractual Products are for delivery "ex works" (EXW INCOTERMS 2020) and plus the applicable statutory value added tax as well as other taxes, customs duties, levies and charges, unless otherwise agreed. Additional costs such as transport, insurance, freight, special packaging and travel costs and other expenses may be invoiced separately to the customer. Partial deliveries made at the request of the customer may be invoiced separately.
- (2) We are entitled to increase the prices if there are at least 4 weeks between the conclusion of the contract/order and the delivery of a Contractual Product and our costs for the performance of the service, manufacture (in particular for raw materials), packaging and delivery of the Contractual Product have increased by more than 5 % and we are not responsible for the cost increase. In this case, the price increase may not exceed the cost increase. In the event of a regular supply of contractual products to the customer, we may adjust the prices for future orders accordingly in the event of a change in the cost of materials by +/- 5 %, provided that we provide transparent evidence of the cost changes. If the costs of materials are reduced, we will in each case make a corresponding reduction in the prices.
- (3) Unless otherwise agreed in writing, invoices are due for payment without deduction within 30 calendar days after the date of the invoice. Payments are to be made in principle by bank transfer to the account named in our invoice and in EURO. The customer shall bear all costs incurred in connection with the payment, in particular the costs of international bank transfers, charges levied by the banks involved, exchange rate charges and other bank charges. Where we are charged such costs, the customer shall reimburse them upon request.
- (4) The purchase price for Tools is to be paid at 50 % upon confirmation of the order, 40 % immediately after submission of the type samples and 10 % after release of the samples, but at the latest within 30 days after submission of the type samples, in each case without deductions plus any statutory VAT incurred. Upon confirmation of change orders by the customer prior to tool completion, all costs incurred up to that point shall be reimbursed.
- (5) The customer is (a) only entitled to set-off insofar as its counterclaim is either (aa) undisputed or (bb) legally established or (cc) in a reciprocal relationship (synallagma) to our claim against which the customer 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 customer is asserting the right of retention.
- (6) We may make deliveries of Contractual Products or the provision of Services dependent on advance payments or the granting of securities if the customer is domiciled abroad, if the customer is in arrears with its payments, if there are indications that the customer will not be able to make its payments or if the customer's financial situation deteriorates significantly (e.g. deterioration in the customer's creditworthiness). We are not obliged to accept securities or advance payments if there is reason to believe that such payments or securities of the customer may be challenged in the event of his insolvency or similar proceedings.

§ 5

Delivery periods; force majeure, self-delivery; partial performance

- (1) Delivery times/dates promised by us for deliveries of Contractual Products or the provision of Services (deadlines) are always only approximate, unless a fixed delivery deadline has been expressly promised or agreed.
- (2) In the case of call-off orders without agreement on duration, production batch sizes and acceptance dates, we shall be entitled to demand a binding stipulation in this respect no later than three months after receipt of the order confirmation by the customer. If the customer does not comply with this request within three weeks, a delivery called off by the customer at a later date requires our consent and is dependent on our delivery and production capacities. The assertion of other rights remains unaffected by this.
- (3) We shall not be liable for the impossibility or delay of our deliveries or Services insofar as these circumstances are due to force majeure or other events unforeseeable at the time of conclusion of the contract for which we are not responsible (e.g. operational disruptions of any kind, fire, natural disasters, epidemics, pandemics, weather, floods, war, insurrection, terrorism, transport delays, strikes, lawful lockouts, shortage of labour, energy, raw materials, packaging materials or logistics capacities, delays in the granting of any necessary official permits, official/sovereign measures). Force majeure also includes, in particular, restrictions on the ability of us, our upstream suppliers, subcontractors or contractors to deliver, caused by or in connection with the Corona virus or a comparable epidemic or pandemic, including, for example, border closures, shortages of goods, staff shortages, export restrictions, plant closures, plant interruptions.
In the event of such events, the deadlines shall be automatically extended by the duration of the event plus a reasonable start-up period. We are also entitled to withdraw from the contract if such events make it significantly more difficult or impossible for us to deliver Contractual Products or provide Services and are not only of temporary duration.
- (4) Our timely and correct delivery of the Contractual Products or provision of Services is subject to the following:
 - a) Timely and correct provision of the necessary information, materials, documentation required for export or import, products, components, documents, permits, releases and fulfilment of other obligations of the customer to support or cooperate with us or our subcontractors or sub-suppliers;
 - b) timely receipt by us of payments to be made in accordance with the contract, down payments or other securities (e.g. letters of credit, guarantees)
 - c) timely notification of the name and address to which the delivery is to be made and/or at which the services are to be provided;
 - d) timely and correct delivery/performance by our upstream suppliers and subcontractors, provided that we have commissioned the third party in good time so that timely delivery/performance can be expected;

e) timely and complete acceptance of our orders for components or materials by upstream suppliers, which we make in the normal course of our business for a delivery/service that can be expected on time.

Deadlines shall be extended by the period by which one of the above-mentioned events delays our delivery or performance. Further reasons justifying a delayed delivery/service and arising from the contract, the applicable law or otherwise shall remain unaffected.

- (5) We are entitled to make partial deliveries and render partial Services if and to the extent that these are reasonable for the customer.
- (6) Deviations from the agreed order quantity with a corresponding adjustment of the purchase price within the scope of the customary tolerances are permissible if and insofar as they are reasonable for the customer. As a rule, deviations of up to +/- 10 % are reasonable for the customer.

§ 6

Delivery modalities

- (1) For all our deliveries, "EXW Incoterms (2020)" shall apply our warehouse/place of manufacture, unless otherwise agreed.
- (2) Notwithstanding paragraph (1) and only if agreed with the customer, we shall ship the Contractual Products to the destination specified by the customer. This shall be done - also with regard to the packaging - at the expense of the customer. We are entitled to determine the type of dispatch (in particular the transport company and the dispatch route) and the packaging at our due discretion. In such cases, the risk shall pass to the customer upon receipt of our notice of readiness for dispatch or - if the latter is not provided for in the contract - at the latest upon handover of the Contractual Products to the forwarding agent, carrier or other transport person.
- (3) The Contractual Products shall only be insured by us against theft, breakage, transport, fire or water damage or other insurable risks after express agreement with the customer and at the customer's expense.

§ 7

Materials

- (1) Materials to be supplied by the customer for the manufacture of the Contractual Products shall be delivered to the address specified by us in due time and always with a quantity surcharge of 5 % in perfect condition and free of Third Party Rights at the customer's expense and risk.
- (2) The Customer is obliged to provide us with all necessary information on the use of the materials supplied by him and all necessary documents, declarations, permits, etc. The customer is also obliged to provide us with all necessary information on the use of the materials supplied by him.
- (3) If the materials provided by the manufacturer are defective and we are therefore unable to use further processed products or if these are defective, the customer shall reimburse us (without prejudice to further claims) at least for the costs of manufacture.

§ 8

Retention of title

- (1) We hereby reserve title to all Contractual Products and Services delivered ("**Reserved Goods**"). Ownership shall not pass to the customer until payment has been made in full. In the event that the customer purchases Contractual Products or Services from us within the scope of an ongoing business relationship, we reserve title until all our claims against the Customer arising from this business relationship have been paid in full. This shall also apply if one or all of our claims have been included in a current account, the balance has been established and is recognised.
- (2) The customer shall store the Reserved Goods for us free of charge. He must treat them with care and insure them adequately and at replacement value against fire, water and theft at his own expense.
- (3) The customer is entitled to use, process, transform, combine, mix and/or sell the Reserved Goods in the ordinary course of business. In the event of resale, the customer hereby assigns to us all claims, including all ancillary rights, accruing to him from the resale against the customer or against third parties, irrespective of whether the Contractual Products covered by this reservation of title are sold in their original form or after treatment or processing. The Customer is authorised to collect these claims even after the assignment. The authority of us to collect the claims ourselves remains unaffected by this. We shall not make use of this right as long as the customer duly meets all payment obligations in accordance with the terms and conditions set forth herein. We may demand that the customer discloses our assigned claims and their debtors, provides all information necessary for collection, hands over the relevant documents and informs the debtor of the assignments. If the Reserved Goods are resold together with other Contractual Products that do not belong to us, the Customer's claim against the recipient or third-party-customers shall be deemed assigned to us in the amount of the delivery price agreed between the customer and us.
- (4) Treatment and processing of the Reserved Goods shall always be carried out for us as manufacturer, however, without any obligations arising for us from this. If Reserved Goods are processed or inseparably mixed with other items not belonging to us, we shall acquire co-ownership of the new item in the ratio of the invoice value of the Reserved Goods to the invoice value of the other goods used at the time of processing and mixing. The co-ownership rights thus created shall be deemed to be Reserved Goods within the meaning of these GTC. To secure our claims against the customer, the customer also assigns to us such claims as accrue to him against a third party as a result of the combination of the Reserved Goods with a property; we already accept this assignment now.
- (5) As long as we retain title, the customer is prohibited from disposing of Reserved Goods in a way that deviates from the above provisions without our prior consent. If the Reserved Goods are seized by third parties or otherwise exposed to claims of third parties, the customer is obliged to inform us of this as soon as possible, if possible, by telephone, fax or e-mail, and to inform the third party immediately of our retention of title. The customer is obliged to provide us with any seizure report as well as an affidavit regarding the identity of the seized items.

- (6) If the customer so requests, we shall release Reserved Goods and the items and claims replacing them to the extent that their estimated value exceeds the amount of the secured claims by more than 50 %. The selection of the items to be released shall be at our discretion.
- (7) In the event of considerable conduct on the part of the customer in breach of contract, in particular in the event of default in payment, we shall be entitled in accordance with the statutory provisions to withdraw from the contract and to take back the Reserved Goods. The costs of taking back the goods shall be borne by the customer. After taking back the Reserved Goods, we shall be entitled to realise them; the realisation proceeds, less reasonable realisation costs, shall be set off against the customer's liabilities.
- (8) In the case of export transactions in countries in which the above retention of title is not legally effective, we reserve the right to secure the right of ownership in accordance with the respective legal provisions of the receiving country. The customer is obliged to support us in this to the necessary extent.

§ 9

Warranty for defects

- (1) We shall have no warranty obligation if the customer uses the Contractual Products inappropriately, improperly or contrary to the intended purpose, modifies the Contractual Products or has them modified without our consent and the rectification of defects is thereby rendered impossible or unreasonably difficult; in any case, the customer shall bear the additional costs of rectification based on the modification. We also accept no liability for defects caused by materials supplied by the customer or which only insignificantly reduce the value or suitability of the Contractual Products. An insignificant defect shall be deemed to exist in particular if the defect disappears or remedies itself shortly or if it can be remedied by the customer with quite insignificant effort.
- (2) Unless otherwise agreed, we do not assume any warranty for the marketability of the Contractual Products. The customer is responsible for any necessary approvals or other official permits for the use, further processing, distribution or marketing of the Contractual Products. The customer assures to use the Contractual Products supplied by us only to the extent permitted by law and only in accordance with our specifications (e.g. incompatibility with substances, etc.).
- (3) The specifications contained in advertising statements, catalogues, brochures and the like are only binding if they are confirmed by us in writing. Agreed specifications always take precedence over objectively expectable specifications.
- (4) If the delivered item is defective, we shall be entitled and obliged, at our discretion and within a reasonable period of time, to remedy the defect (rectification) or to deliver a defect-free item (replacement delivery). In the event of a replacement delivery, the customer shall return the item to be replaced to us upon request in accordance with the statutory provisions. The right of the customer to reduce the purchase price or to withdraw from the contract in the event of failure of the subsequent performance remains unaffected.
- (5) After consultation, the customer shall give us the necessary time and opportunity so that we can carry out the rectifications and replacement deliveries that appear necessary to us at our reasonable discretion. This also includes that the Contractual Products complained about are made available to us for examination purposes.
- (6) Defects in title or the infringement of know-how or intellectual property rights of a third party ("**Third Party Rights**") shall also constitute a "defect" within the meaning of this § 9, provided that such Third Party Rights exist in the European Union and if and to the extent that we are subject to a corresponding contractual or statutory warranty. In addition, the following shall apply: (i) The customer shall inform us in writing without undue delay if a third party asserts claims against it due to the infringement of such rights; (ii) claims arising from the infringement of Third Party Rights shall be excluded if the infringement is based on an instruction, requirement or specification of the customer, a modification initiated by the customer or the use of the Contractual Products by the customer in breach of the contract or on materials supplied by the customer; and (iii) we shall, at our discretion, modify or replace the Contractual Products in such a way that no Third Party Rights are infringed any more, but the quality and functionality of the Contractual Products are not impaired, or ensure that the customer is granted the right to use the Contractual Products by concluding a licence agreement.

§ 10

Tools

- (1) The agreed remuneration for the development, design and/or manufacture of moulds, devices and tools ("**Tools**") used specifically for the customer shall also include the sampling costs, but not any costs for modifications, testing and processing devices. Unless otherwise agreed, the loan of existing Tools by the Customer to us ("**Loan Tools**") shall be free of charge.
- (2) We remain/become the sole owner of the Tools unless (i) they are Loan Tools or (ii) something else has been agreed. The tools of the customer shall only be used for the customer's orders as long as the customer meets his payment and acceptance obligations.
- (3) We shall retain the Tools for a maximum of two years after the last partial delivery of Contractual Products/Services to the customer which were manufactured using the Tool, in return for remuneration to be determined by the parties. If no remuneration has been agreed, an appropriate remuneration shall be deemed to have been agreed.
- (4) If, according to the agreement, the customer is to become the owner of the Tools ("**Customer Tools**"), ownership shall only pass to him after payment in full for the Customer Tools. In this case, we shall remain in possession of the Customer Tools for the purpose of manufacturing Contractual Products/Services for the customer. We shall mark the Customer Tools as the property of the customer. Unless expressly agreed in writing, the customer shall not become the owner of the special inserts of the Customer Tools developed or designed by us or created by our know-how, as determined by us in our reasonable discretion ("**Gaplast Components**"). In any case, i.e. even if the customer has become the owner, we shall have a permanent right to refuse to surrender the Gaplast Components. If the Gaplast Components cannot be separated from the Tool, we can refuse to surrender the Tool. We shall be entitled to destroy any Gaplast Components which have not been surrendered after the expiry of the period referred to in paragraph (3). These shall only be used by Gaplast for customers other than the customer with the customer's prior written consent.

- (5) Costs for maintenance and insurance of the Tools shall be borne by the customer unless otherwise agreed (see text of offer). Maintenance shall be carried out by us or our agents. If we recognise that the Tool does not achieve an agreed output quantity or that its performance is not only insignificantly reduced and the Tool needs to be repaired or renewed in our opinion, we shall inform the customer of this. The parties will agree on how to proceed. Unless the parties have agreed otherwise and the Tool is used for production for the customer, we may carry out the replacement or the necessary repair measures at the customer's expense in order to ensure the operability of the Tool, unless we are responsible for the need for repair or replacement. We may discontinue production and delivery if the customer refuses to carry out a repair or replacement deemed necessary by us and if, in the opinion of Gaplast, continuation of production will or may result in quality deficits in the Contractual Products.
- (6) We shall be entitled to exclusive possession of the Tools until the acceptance of a minimum number of units to be agreed upon and/or until the expiry of a period of time determined by the parties.
- (7) In the case of Customer Tools and Loan Tools, our liability with regard to storage and care is limited to the same care as in our own affairs. Our obligations shall lapse if, after completion of the order and our corresponding request, the customer does not collect the Customer Tools and Loan Tools. As long as the customer has not fully complied with his contractual obligations, we shall in any case have a right of retention to the Customer's Tools and Loan Tools.

§ 11

Liability

- (1) Insofar as nothing to the contrary arises from these GTC (including this § 11), we shall be liable for a breach of contractual and non-contractual obligations in accordance with the statutory provisions.
- (2) We shall be liable - for whatever legal reason - without limitation for damages for losses caused by an intentional or grossly negligent breach of duty by us or by one of our legal representatives or vicarious agents.
- (3) In the event of a merely simple or slightly negligent breach of duty by us or one of our legal representatives or vicarious agents, we shall only be liable (subject to a milder standard of liability in accordance with statutory provisions)
- a) - however, without limitation - for damages based thereon arising from injury to life, body or health.
 - b) for damages arising from the breach of material contractual obligations. Material contractual obligations are obligations the fulfilment of which makes the proper performance of the contract possible in the first place and on the observance of which the customer regularly relies on and may rely on. In this case, however, our liability is limited to the amount of the damage typical for the contract and foreseeable at the time of conclusion of the contract.
- (4) The limitations of liability from para. (3) shall not apply if we have fraudulently concealed a defect, have given a guarantee for the quality of the Contractual Products or have assumed a procurement risk. Furthermore, any mandatory statutory liability, in particular under the Product Liability Act, shall remain unaffected.
- (5) Insofar as our liability is excluded or limited, this shall also apply to the personal liability of our executive bodies, legal representatives, employees, staff and vicarious agents.

§ 12

Limitation

The limitation period for all - also non-contractual - claims due to material defects and defects of title is 12 months from the delivery of the Contractual Product and/or completion of the Services. However, this does not apply in the case of intentional or grossly negligent breach of duty (§ 7 (2)), for damages arising from injury to life, limb or health (§ 7 (3)a)), in the case of fraudulent concealment of a defect and/or mandatory statutory liability (§ 7 (4) sentence 1 alt. 1 or sentence 2). In these aforementioned cases, the statutory limitation period shall apply exclusively in each case. The cases of recourse pursuant to §§ 478, 445b BGB shall also remain unaffected.

§ 13

Information requirements

Should the customer become aware of circumstances which indicate that our Contractual Products pose hazards and/or risks (e.g. undesirable effect in connection with medicinal products, etc.), he shall immediately pass on the relevant information to compliance@gaplast.com. If the customer intends to take measures of its own (in particular official notifications), it shall inform us immediately and await our instructions, unless the legal requirements do not permit such awaiting. The customer shall also ensure compliance with its legal obligations in the handling of medicinal product packaging.

§ 14

Choice of law and place of jurisdiction

- (1) These GTC and the contractual relationship between us and the customer shall be governed exclusively 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 shall have exclusive jurisdiction for all disputes regarding rights and obligations arising from these GTC and the contractual relationship between us and the customer, including their validity. However, we are entitled to sue the customer at his general place of jurisdiction.

§ 15

Other provisions

- (1) The place of performance for all Contractual Products is our place of business. The place of performance for Services is the agreed place and, if nothing has been agreed between the parties, our place of business.
- (2) The customer is not entitled to assign rights or claims arising from the contract to third parties without our prior written consent.
- (3) If the term "in writing" is used in these GTC, this also includes communication by e-mail, fax or other electronic forms of communication.

- (4) 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.
- (5) 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 regulation 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 content on which they would have agreed within the meaning of these GTC if the loophole had been known at the time of conclusion of the contract.