

General Terms and Conditions of Purchase of medac Gesellschaft für klinische Spezialpräparate m.b.H., hereinafter referred to as 'medac'.

1. Scope

- 1.1 These Terms and Conditions of Purchase shall apply exclusively to all deliveries, services and quotations from our contract partners (hereinafter referred to as '**Contract Partner**'). They form part of all agreements concluded between medac and its Contract Partners concerning the deliveries or services supplied by the latter. Conflicting or deviating terms and conditions of the Contract Partner or a third party are not recognised by medac, unless medac has issued its express written consent to the validity of those terms and conditions prior to the order or the conclusion of the contract. These Terms and Conditions of Purchase shall also apply if medac accepts the services by the Contract Partner without reservation and in the knowledge of deviating terms and conditions.
- 1.2 Individual agreements concluded between medac and the Contract Partner shall take precedence over these Terms and Conditions of Purchase. A written agreement with or written confirmation by medac is required as evidence of their content.
- 1.3 These Terms and Conditions of Purchase shall also apply and form part of the agreement for future, equivalent business dealings. They shall apply exclusively in relation to contractors within the meaning of Section 14 of the German Civil Code (BGB), taking into account a limited applicability of Sections 307–309 BGB pursuant to Section 310(1) BGB.

2. Offer and acceptance

- 2.1 Offers and cost estimates by the Contract Partner are free of charge for medac in every case. They are made in the same wording as the request. Deviations must be notified in writing.
- 2.2 The Contract Partner shall provide written confirmation of each order, including the binding provision of order number, price, place of delivery and time of delivery. Should medac not have received this confirmation within 8 (eight) calendar days following the order date, the order shall be deemed confirmed. Further binding specifications may be agreed in writing between the contracting parties by means of separate manufacturing and shipping instructions.

3. Delivery time, shipping, delivery, passing of risk

- 3.1 Only a delivery of 100% (one hundred per cent) of the ordered quantity of goods is accepted as fulfilment of the delivery obligation. Deviations from the aforementioned values may be agreed in writing between the contracting parties by means of separate manufacturing and shipping instructions.
- 3.2 The place of performance shall be DAP medac GmbH Logistikcenter Tornesch, Wilfried-Mohr-Strasse 1–5, 25436 Tornesch, Germany (in accordance with Incoterms 2020), unless the parties have agreed otherwise in writing. The agreed delivery date (delivery time or period) is binding. Early deliveries are only permitted with medac's prior written consent.
- 3.3 Receipt of the goods at the receiving point specified under 3.2 shall be decisive for compliance with the agreed delivery date. medac shall be entitled at any time to have the delivery suspended for a reasonable period of time. In this case, the delivery time shall be extended by the period of suspension.

- 3.4 If the day upon which the delivery is to be made at the latest can be determined on the basis of the agreement, the Contract Partner shall be in default upon expiry of that day without a separate reminder being required for this.

The Contract Partner is obliged to request any documents to be provided by medac for the performance of the delivery in good time (e.g. manufacturing permit, EU GMP certificate).

- 3.5 The Contract Partner is obliged to notify medac in writing without delay if circumstances occur or become apparent under which the delivery can no longer be made on time or in the correct quantity. In doing so, the Contract Partner must state the reason and the estimated new delivery date. The unconditional acceptance of an early or late delivery does not contain a waiver of the claims to which medac is entitled due to the early or late performance. Further claims for damages remain unaffected.
- 3.6 The Contract Partner undertakes to collect all outer, transport and sales packaging from the place of performance or to have it collected by third parties.
- 3.7 The Contract Partner is obliged to enclose a delivery note in duplicate for medac with each delivery of goods, showing all relevant information such as the medac order number; the designation of the goods with the associated medac material number; the delivery quantity; batch; production date and expiry or retest date per batch in the case of medicinal products, medical devices and chemicals; serial numbers of the packages in the case of active substances; instructions on storage and transport temperature in accordance with the specification; delivery date and the intended place of receipt and unloading. Unless already stated on the delivery note, a packing list stating the net and gross weight of each article must be enclosed. In the case of non-domestic deliveries from Europe, a CMR (Convention Relative Au Contrat de Transport International de Marchandises Par Route) document must be used in addition to the delivery note and the statistical goods number of the delivered articles must be stated on the delivery note. Deviations from the aforementioned may be agreed in writing between the contracting parties by means of separate manufacturing and shipping instructions.
- 3.8 medac is entitled at any time to change the delivery date and place as well as the type of packaging by written notification with a notice period of at least 20 (twenty) calendar days before the agreed delivery date. The same shall apply to changes to product specifications and packaging variants insofar as these can be implemented as part of the Contract Partner's normal production process without significant additional efforts. In such a case, the notice period shall be at least 20 (twenty) calendar days. medac shall reimburse the Contract Partner for the respective proven and reasonable additional costs arising from the change. If such changes result in delays in delivery which cannot be avoided through reasonable efforts within the scope of the Contract Partner's normal production and business operations, the originally agreed delivery date shall be postponed accordingly. The Contract Partner shall notify medac in writing of the additional costs or delays in delivery to be expected upon careful assessment in good time before the new delivery date, but no later than within 20 (twenty) calendar days following receipt of our notification in accordance with clause 3.8 p.1 and shall provide evidence thereof with suitable documents in each case.
- 3.9 If there is reasonable suspicion or if it is certain that the Contract Partner has violated the legal provisions applicable to it, medac shall be entitled to withdraw from the contract or to terminate the contract if medac can no longer be reasonably expected to continue to adhere to the contract. Other rights of the buyer, in particular to damages, remain unaffected.

3.10 If the Contract Partner or a third party commissioned by it undertakes the unloading of the goods in whole or in part or if the unloading of the goods is performed using unloading equipment belonging to the Contract Partner or a commissioned third party, the passing of risk shall only take place following completion of these activities or as soon as the goods are handed over at the agreed destination. This also applies in the case of takeover by medac with the knowledge of the Contract Partner. Deviations from the aforementioned may be agreed in writing between the contracting parties by means of separate manufacturing and shipping instructions.

4. Contractual penalty

In the event of delayed delivery, medac shall have a claim against the Contract Partner for payment of a contractual penalty of 0.3% of the net order value per working day that the delivery date is exceeded, up to a total of 5% of the net order value, in addition to the claim for performance, unless the Contract Partner or its suppliers can prove that it or its suppliers are not responsible for the delay due to force majeure (i.e. natural disasters). The acceptance of a delivery as fulfilment does not imply the waiver of any claims arising from contractual penalties or other claims without express reservation. Any claims may be asserted until final payment. Further claims for damages remain unaffected.

5. Prices and payment conditions

5.1 The price stated in the confirmation is binding and shall be invoiced in EURO – unless otherwise agreed in writing. The price includes services of the Contract Partner, in particular packaging, transport, insurance premiums, customs duties and any excise taxes.

5.2 Prices must be stated without statutory value added tax. This must be shown separately.

5.3 Payment shall be made after proper and damage-free delivery to the place of performance and receipt of the invoice within 30 (thirty) calendar days.

5.4 If payment is made within 14 (fourteen) calendar days, the Contract Partner shall grant a 2% (two per cent) discount on the net amount of the invoice.

5.5 Invoices shall be sent, repeating the details from the order, by email as a pdf file to: e-invoice@medac.de addressed to: Medac Gesellschaft für klinische Spezialpräparate m.b.H., Attn: "contact person/department", Theaterstrasse 6, 22880 Wedel, Germany. Each invoice may only concern services from one order. Delays due to non-compliance with these requirements are not the responsibility of medac. If essential information from the order that is necessary for the assignment of the invoice is missing, in particular the contact person or the order number, medac reserves the right to reject the invoice. In such a case, the Contract Partner will be requested to submit a corrected invoice.

6. Retention of title and set-off

6.1 Any retention of title by the Contract Partner shall only apply insofar as they relate to our payment obligation for the respective products to which the Contract Partner retains title. In particular, extended or prolonged retentions of title are not permitted. In each case, medac shall be entitled to process the delivered goods or to dispose of them in any other way, in particular without approval or notification.

6.2 Exercising a set-off with a counterclaim from the same business relationship is only permissible with medac's written consent.

7. Defects and guarantee

- 7.1 The Contract Partner shall owe a delivery and service free of material defects and defects of title as well as the existence of the agreed warranted characteristics. The Contract Partner shall in particular guarantee that the delivery items and services correspond to the state of the art, the generally recognised technical and occupational medical regulations and, if applicable, the relevant medical and pharmaceutical safety regulations of European and non-European authorities and professional associations and that they are in compliance with the applicable legal provisions. If machines, devices or plants are the subject of the performance, these must also comply with the requirements of the special safety regulations for machines, devices and plants applicable at the time of performance of the contract and have a valid CE marking.
- 7.2 An incoming goods inspection shall only be performed in relation to obvious defects and transport damages to as well as completeness of the goods. Such defects shall be notified to the Contract Partner within 10 (ten) calendar days following delivery; hidden damages within 15 (fifteen) calendar days after their discovery. Such notice of defects within this period shall be timely. In this respect, the Contract Partner waives the objection of late notification of defects.
- 7.3 Claims for defects shall expire by limitation at the earliest 36 (thirty-six) months after the passing of risk, irrespective of the relevant legal grounds, for products with a longer term or active substances / chemicals with a later retest date at the end of the product term or the first retest date of the delivered items. Longer contractual or statutory limitation periods shall remain unaffected in each case.
- 7.4 In the event of defects, medac shall be entitled to demand subsequent performance in accordance with the statutory provisions. The choice of the type of subsequent performance lies with medac. The Contract Partner shall bear the costs of the subsequent performance. The Contract Partner shall be guided by medac's operational concerns when handling subsequent performance. If the subsequent performance is omitted due to one of the reasons mentioned in the law, medac shall be entitled to the further legal rights in case of defects. The rights of medac arising from statutory provisions as well as from any guarantees remain unaffected by this.
- 7.5 If the Contract Partner does not comply with its obligation to remedy the defect within the reasonable period set, without having the proven right to refuse to remedy the defect, medac shall be entitled to remedy the defect itself or to have it remedied by third parties at the expense and risk of the Contract Partner. medac may demand from the Contract Partner for the expenses necessary to remedy the defect after the expiry of the aforementioned period an advance payment on the remedy of the undisputed defect in a maximum total amount of 25% (twenty-five per cent) of the sum required to remedy the defect.
- 7.6 If medac incurs costs for an incoming goods inspection exceeding the agreed or usual scope as a result of the defective delivery, the Contract Partner shall bear these additional costs.
- 7.7 Upon receipt of medac's written notice of defect by the Contract Partner, the limitation of warranty claims is suspended until the Contract Partner rejects medac's claims, declares the defect remedied or refuses to continue negotiations on medac's claims. For parts newly delivered or repaired by way of subsequent performance by the Contract Partner, the limitation period shall start anew in this respect.

8. Product liability

- 8.1 The Contract Partner shall indemnify medac against all direct and indirect claims by third parties for damages, costs, expenses and other disadvantages arising from product and producer liability which are attributable to a defect in the delivery item, insofar as the cause was within its sphere of control and organisation.
- 8.2 The Contract Partner shall reimburse medac for the expenses and costs incurred by medac in the cases of clause 8.1 due to corrective measures required in terms of type and scope, e.g. public warnings or recall campaigns. medac shall immediately inform the Contract Partner of the implementation of such measures and give it the opportunity to comment within 3 (three) calendar days. Further legal claims remain unaffected by this.
- 8.3 The Contract Partner is obliged to take out, at its own expense, sufficient business and product liability insurance with an insured sum of at least EUR 10 million (ten million euros) per insured event and at least EUR 20 million (twenty million euros) per year, and to maintain this insurance during the term of the contract, including the limitation periods. Upon request, the Contract Partner shall submit a duplicate of the insurance contract or a corresponding confirmation of insurance. Any further claims for damages shall remain unaffected.
- 8.4 The provisions of these clauses 8.1 and 8.2 shall also apply accordingly to liability under the provisions of the German Medicinal Products Act.
- 8.5 Further claims of medac shall remain unaffected.

9. Third-party property rights

- 9.1 The delivery and its use by medac must not infringe the property rights of third parties in countries of the European Union or in other countries in which the Contract Partner manufactures the products or has them manufactured. This includes, in particular, patents, trademarks, utility models, designs and copyrights.
- 9.2 The Contract Partner is obliged to indemnify medac against all claims made by third parties against medac due to the infringement of industrial property rights referred to in clause 9.1. If the use of the delivery by medac is impaired by existing third-party property rights, the Contract Partner shall, within a reasonable period of time and at its own expense, either acquire the relevant license or modify or replace the affected parts of the delivery in such a way that the use of the delivery no longer conflicts with any property rights of third parties and at the same time complies with the contractual agreements.
- 9.3 Insofar as an infringement of third-party property rights is attributable to the delivered goods, the Contract Partner shall, at its own expense, ward off claims of third parties which the latter raise against medac on account of infringements of property rights due to the deliveries and services of the Contract Partner. The Contract Partner shall indemnify medac against all claims arising from the use of such property rights, insofar as the Contract Partner is responsible for them. The limitation period for these claims is 3 (three) calendar years, beginning with the delivery of the goods from the time medac became aware of them.
- 9.4 Further legal claims due to defects of title of the products delivered to medac remain unaffected.

10. Spare parts

10.1 If machines, devices or systems are the subject of the performance, the contractual partner shall be obliged to keep spare and wear parts for the products delivered to medac in stock for a period of at least 10 (in words: ten) years after the delivery.

10.2 If the Contract Partner intends to discontinue the production of spare parts for the products delivered to medac, it shall notify medac of this without delay following the decision on the discontinuation. This notification must be issued at least 6 (six) months prior to the discontinuation of production. Clause 10.1 remains unaffected.

11. Non-assignment clause

The Contract Partner shall not be entitled to assign its claims arising from the contractual relationship to third parties.

12. Confidentiality

12.1 medac reserves the property rights and copyrights to all documents provided in connection with the order, irrespective of their form. They may not be made accessible to third parties without our written consent. They are to be used exclusively for the performance of the contractual services and are to be returned to medac immediately and without being requested to do so upon conclusion of the contract or in the event of non-acceptance of an order within the meaning of clause 2; any copies are to be immediately destroyed and/or irrevocably deleted with the written consent of medac.

12.2 The Contract Partner undertakes to maintain secrecy about all business, operational and technical matters of medac which have become known to them or will become known to them in connection with the delivery, even beyond the end of the contractual relationship, for an unlimited period of time, as long as and insofar as this information has not become generally known by other means or medac has waived confidentiality in writing.

12.3 The Contract Partner may only make reference to the existing business relationship in its external presentation, such as online presence, advertising, brochures, references, etc. with the prior written consent of medac. Delivery items manufactured exclusively for medac may not be exhibited by the Contract Partner.

12.4 The Contract Partner shall oblige its subcontractors in accordance with clause 12.

13. Compliance with legislation

13.1 In connection with the contractual relationship, the Contract Partner is obliged to comply with the statutory provisions applicable to it in each case. This applies in particular to laws on medicinal products, medical devices, anti-corruption and money laundering, cartel law, labour law, environmental protection law and other regulations.

13.2 The Contract Partner is obliged to respect human rights in the business area of its own company as well as its subsidiaries. In particular, the Contract Partner is obliged not to employ children below the legal minimum age, but in any case below the age of 15, or children under the age of 18 in the worst forms of child labour or people in slavery or forced labour. The Contract Partner is also obliged to respect the labour regulations applicable under local law against accident hazards and work-related health hazards as well as the freedom of association, the prohibition of unequal treatment at work and the right to an appropriate wage. The Contract Partner is also obliged not to cause any harmful environmental damage through its business activities that impairs people's access to obtaining or producing food, to drinking water or to sanitary facilities, or that damages people's health. Furthermore, the Contract Partner does not employ or contract private or public security forces whose deployment threatens to result in a

threat to life or limb; torture; cruel, inhuman or degrading treatment or violation of the freedom of association.

13.3 The Contract Partner shall ensure that the products it supplies comply with all relevant requirements for placing on the market in the European Union and the European Economic Area. Upon request, the Contract Partner shall provide us with evidence of conformity by submitting suitable documents. The Contract Partner shall ensure that the products it supplies comply with all relevant requirements for placing on the market in the European Union and the European Economic Area or in the countries of distribution specified in the manufacturing and shipping instructions agreed in writing between the contracting parties.

13.4 The Contract Partner shall use reasonable effort to ensure compliance by its subcontractors with the obligations incumbent on the other party under this clause 13.

14.Place of jurisdiction and applicable law

14.1 The contractual relationship between medac and the Contract Partner is subject to the law of the Federal Republic of Germany. Place of jurisdiction for all legal actions is the Free and Hanseatic City of Hamburg. The Convention on Contracts for the International Sale of Goods (UN Sales Convention) shall not apply.

14.2 Customary clauses shall be interpreted in accordance with Incoterms 2020 as amended at the time of the conclusion of the contract.

14.3 For any dispute arising from or in connection with the use of these Terms and Conditions of Purchase, the Parties shall endeavour to settle the dispute by amicable negotiation.

15.Severability clause

Should individual provisions of these General Terms and Conditions be invalid in whole or in part, this shall not affect the validity of the remaining provisions. The parties undertake to replace an invalid provision with one that comes as close as possible to the economic purpose of the invalid provision and is valid. Any amendments or additions to this contract as well as the waiver of the written form requirement must be made in writing. There are no verbal ancillary agreements. All previous oral and/or written agreements between the parties are cancelled.

Last updated: Juli 2025