



**GENERAL TERMS AND CONDITIONS OF PURCHASE
GERMANY**

1. Scope of application

- 1.1 The AENOVA Group consists of a large number of companies that are affiliated within the meaning of Sections 15 et seq. of the German Stock Corporation Act (*Aktiengesetz, AktG*) (hereinafter individually referred to as “**AENOVA Member**”). These General Terms and Conditions of Purchase (hereinafter “**GTP**”) of the AENOVA Group shall apply to all purchases of goods and/or work and services (hereinafter “**Services**”) by an AENOVA Member. Unless otherwise agreed, only the AENOVA Member ordering the respective goods or services (hereinafter “**AENOVA**”) becomes a contracting party. With acceptance of AENOVA’s order by the supplier or other contractor (hereinafter “**Supplier**”), at the latest by delivery of the ordered goods or the work or the service to AENOVA, Supplier accepts the exclusive applicability of these GTP, and they shall become an integral part of every agreement concluded. These GTP shall apply only in relation to entrepreneurs within the meaning of Section 14 of the German Civil Code (*Bürgerliches Gesetzbuch, BGB*), a legal entity under public law or a special fund under public law.
- 1.2 Any deviating or additional conditions, or general terms and conditions of sale and delivery of the Supplier, or special license conditions (also for software including open source software) shall only be applicable subject to written confirmation by AENOVA. A general reference to any document containing the said deviating general terms and conditions and/or the unconditional acceptance of Supplier’s Services or the payment of an invoice despite being aware of deviating conditions, does not constitute AENOVA’s acceptance of the applicability of such conditions.
- 1.3 Unless otherwise agreed, these GTP shall apply for any subsequent business with Supplier in the respectively current version at the date of AENOVA’s order, without AENOVA being under an obligation to refer to the latest version in each individual case. In this respect, the version valid at the time of the conclusion of the future order is decisive.
- 1.4 Individual agreements between AENOVA and Supplier shall take precedence over these GTP. For the purpose of content, a written agreement with AENOVA and/or written acceptance by AENOVA shall be decisive.
- 1.5 Any legally relevant statements and notifications by Supplier, including but not limited to, setting deadlines, issuing reminders, notices of termination or withdrawal shall require the written form, unless otherwise specified in these GTP. If “written form” is required in these GTP, or if it is stipulated in these GTP that declarations of the parties are to be made “in writing”, then the written form within the meaning of Section 126 BGB is meant. Transmission by fax maintains the agreed form, also the transmission of electronic documents protected against editing (e.g. PDF files), even if they are not signed by hand or provided with a signature stamp or another printed or scanned signature. However, the sending of a simple e-mail or other electronic message does not comply with the agreed form.
- 1.6 If the nature of Supplier’s service or a respective agreement requires an explicit acceptance, any reference in these GTP to a delivery shall be understood as to refer to such acceptance instead.

- 1.7 Any references to the application of statutory provisions shall be for clarification purposes only. Even without such clarification, statutory provisions shall apply, unless they are modified in these GTC or explicitly excluded.

2. Conclusion of the contract

- 2.1 Orders by AENOVA may be placed as follows:
- (a) AENOVA may request the Supplier with an inquiry to submit a binding written offer. In its offer, the Supplier shall adhere exactly to the specifications of the inquiry and expressly point out any deviations. AENOVA shall not be obliged to accept this offer, but may, however, within thirty (30) calendar days from receipt of the offer, initiate an order referring to this offer and including these GTP.
- (b) AENOVA may submit an offer to conclude a contract to the Supplier by means of an express order including these GTP without prior inquiry.
- 2.2 Upon AENOVA’s order, a contract on the conditions of the order shall be concluded (i) by means of an order confirmation from the Supplier which refers to AENOVA’s order and confirms it in all points, (ii) upon commencement of the Supplier’s performance of the Services or (iii), in the cases of clause 2.1(a), after the expiry of seven (7) working days from receipt of the order by the Supplier, unless the Supplier objects to the order within this period. The earliest point in time in accordance with sentence 1 above marks the date of conclusion of the contract. Notwithstanding this, in the cases of clause 2.1(b), AENOVA shall no longer be bound to the order after the expiry of seven (7) working days from the Supplier’s receipt of the order. Until the date of the conclusion of the contract, AENOVA shall be entitled to change the respective order at any time. AENOVA shall only be bound by an order confirmation from the Supplier if it does not deviate from AENOVA’s order.
- 2.3 The Supplier undertakes to immediately check AENOVA’s order or inquiry for recognizable errors, ambiguities, incompleteness as well as unsuitability of the specification chosen by AENOVA for the use intended per the contract or, insofar as subjective requirements do not exist, for the normal use, and to inform AENOVA immediately of any necessary changes or clarifications of the order. Oral subsidiary agreements to the order shall be recorded in writing.
- 2.4 All offers, cost estimates and order confirmations of the Supplier shall be prepared by the Supplier at its own expense.
- 2.5 A joint and several liability towards the Supplier of the other AENOVA Members not involved in the contract shall be excluded.

3. Place of performance, delivery dates, force majeure, contractual penalty for delay

- 3.1 Place of performance for deliveries of goods shall be the place of delivery named by AENOVA. If no place of delivery for the goods is specified in the order, the place of performance in case of doubt shall be AENOVA’s registered office or the relevant production site of the AENOVA Member, where delivery is clearly desired. Place of performance for Services shall be AENOVA’s registered office, unless and insofar as nothing else arises from the nature of the matter.
- 3.2 The dates and terms of delivery agreed upon shall be binding and observed by the Supplier. The dates of delivery are deemed to be observed if the goods are delivered at the agreed time to the place of performance according to clause 3.1 in a manner and quality corresponding to the subjective requirements (clause 9.2) and the objective requirements (clause 9.3).
- 3.3 In order to execute the contract, the Supplier shall be obliged to request from AENOVA in good time any documents that may have to be provided or any other agreed upon cooperative actions.

- 3.4 If the Supplier is incapable of meeting the prescribed delivery deadline, it shall inform AENOVA in writing immediately after becoming aware of the delay in delivery.

In the case of a fixed-date transaction, AENOVA shall be entitled to exercise its rights in accordance with legal regulations (Section 376 of the German Commercial Code (*Handelsgesetzbuch, HGB*)), unless expressly stipulated otherwise.

- 3.5 In the event of default on the part of the Supplier or any incomplete delivery, AENOVA shall be entitled to exercise all legal rights after fruitless expiry of a reasonable deadline having been set. In addition, if the Supplier fails to effect delivery within the agreed delivery time, AENOVA shall be entitled to demand from the Supplier payment of a **contractual penalty** in the amount of 0.3 % of the net order value per day, limited to a maximum amount of 5 % of the net order value, unless Supplier is not responsible for the failure to meet the agreed delivery time. AENOVA reserves the right to assert claims for payment of a contractual penalty even if AENOVA does not explicitly reserve this right upon acceptance of the goods or services. The contractual penalty shall be set off against any claim for damages.
- 3.6 For a default of acceptance by AENOVA, the statutory provisions shall apply. Supplier shall in each case expressly offer its performance to AENOVA if a specific or definable calendar date has been agreed for an act or cooperative action by AENOVA. If AENOVA is in default of acceptance, Supplier may demand compensation for its additional expenses pursuant to statutory provisions (Section 304 BGB). If the agreement relates to non-fungible goods which are to be produced by Supplier (custom-made) or the production of individual software, Supplier shall only be entitled to further claims, if AENOVA is obligated to provide assistance and is responsible for the failure to provide said assistance.
- 3.7 The assertion of unforeseeable events, or of serious circumstances beyond the Supplier's control for which the Supplier is not responsible ("**Force Majeure**"), such as the outbreak of war, natural disasters, strikes, reactor accidents, epidemics or similar external circumstances which are unforeseeable and not related to any operational context and which lead to the non-fulfilment of agreed dates, deadlines or ordered delivery quantities shall only be of significance to AENOVA if these circumstances are reported to AENOVA in writing by the Supplier immediately after they become known. In this case, AENOVA shall be under no obligation to accept Supplier's performance and AENOVA reserves the right to withdraw from the order after a reasonable period of time. In this case, AENOVA shall not owe the Supplier any compensation or any reimbursement of costs.

4. **Delivery, Packaging, commodity documents, minimum storage life**

- 4.1 Notwithstanding any other written agreements, Supplier's deliveries shall be **DDP** (Delivered, Duty Paid – Incoterms 2020) and **CFI** (Cost, Insurance, Freight – Incoterms 2020) for sea freight goods.
- 4.2 Unless explicitly agreed otherwise, partial deliveries and advance deliveries shall only be permitted subject to AENOVA's explicit consent in text form. The same shall apply to deliveries over or under the agreed amount.
- 4.3 Notwithstanding any agreement to the contrary, acceptance of goods may only take place during business hours of AENOVA.
- 4.4 Unless otherwise agreed, the delivery shall be accompanied by the delivery note and all other documents required in this respect (such as (i) packing slips, (ii) test, conformity and analysis certificates in accordance with the agreed specification and (iii) all necessary product information, such as on composition, batch numbers and storage life, (iv) safety data sheets, processing instructions, labelling

regulations, assembly instructions, industrial safety instructions, etc.) (hereinafter "**Commodity Documents**"). The delivery note shall also contain the complete information specified in clause 6.5, if known. The Commodity Documents shall be delivered with the goods on delivery and attached to the packaging of the goods or the pallet in a clearly visible document pocket – together with any necessary or legally required hazard or storage instructions.

- 4.5 The Supplier shall document the customs status of the goods in a legally binding manner and provide AENOVA with all necessary documents. The Supplier shall be liable, regardless of fault, for costs, damages, penalties, fees as well as taxes or additional expenses of any kind resulting from incorrect information provided by the Supplier.
- 4.6 The goods shall be packed and transported with **packaging** materials approved at the place of destination in such a way that transport damage is avoided. The goods shall be labelled in accordance with the statutory provisions applicable at the place of destination. The Supplier shall be liable for any damage resulting from improper packaging in accordance with the statutory provisions. Insofar as the Supplier is obliged to take back the transport packaging on the basis of German or European waste management law, it shall collect the packaging at its own expense at the place of destination in accordance with the provisions of waste management law. Ownership, risk and the responsibility under waste management law shall pass to the Supplier at the time of waste generation.
- 4.7 Insofar as the goods ordered by AENOVA serve the production of pharmaceutical and/or medical products, cosmetics and/or food supplements, each product delivered by the Supplier to the purchaser shall have a **minimum storage life** of at least 75% of the total minimum storage life on delivery.

5. **Prices**

- 5.1 Unless otherwise explicitly agreed in writing, the prices specified in an order shall be in Euros.
- 5.2 Unless otherwise agreed in writing, the prices specified in the order, respectively in AENOVA's acceptance of offer shall be binding and fixed. They include all of Supplier's performances, including but not limited to, all ancillary costs such as packaging, insurance, delivery, customs duties, taxes, all official charges, expenses, and licensing fees.
- 5.3 Prices shall be stated without Value-Added Tax (VAT). VAT, if any, shall be stated separately.

6. **Payment, prohibition of assignment and offsetting**

- 6.1 Unless otherwise agreed in writing, AENOVA shall neither make payments on account nor other advance payments.
- 6.2 Payment shall be made to the paying agent specified by the Supplier after proper receipt of the goods or proper performance of the service, inspection of the goods (including batch documentation), or acceptance of the Services and receipt of a verifiable invoice. Possible payments shall not imply any recognition of the conditions and prices stated in the invoice and shall not affect AENOVA's rights due to improperly performed delivery/service, AENOVA's inspection rights and the right to object to an invoice for other reasons.
- 6.3 Unless otherwise agreed, AENOVA shall pay within 14 calendar days with 3% discount or within 60 calendar days after receipt of a proper invoice according to clause 6.5. The receipt of payment by the Supplier shall be decisive for the timeliness of payment, unless unforeseen failures on the part of the credit institutions lead to a deviation from the usual time frame (Section 675s BGB).

- 6.4 Supplier's invoices shall be issued on the date of dispatch. If agreed, the Supplier shall send the invoice electronically. Each invoice may only concern Services from one order. If the invoice is received later than the goods or if the batch documentation is not available on time, the later date of receipt of the invoice and the batch documentation shall be decisive for the calculation of the payment or discount period. If the goods are received later than the invoice or the batch documentation, the date of receipt of the goods shall apply for the calculation. AENOVA shall not be responsible for delays due to non-compliance with these requirements.
- 6.5 Invoices from the Supplier shall contain all legally required information according to German law and the following information
- Recipient and purchaser
 - Order no. AENOVA;
 - Material description and quantity;
 - Material no. AENOVA;
 - Statistical article no.;
 - Number of delivered shipping boxes/containers;
 - Gross and net weight;
 - Date of completion, delivery, performance.
- 6.6 Insofar as Services are rendered on a time and material basis, the Supplier shall be obliged to properly record all costs, expenses and working hours and to provide AENOVA with a proper statement for the expenses together with the invoice.
- 6.7 Supplier shall not be entitled to assign or pledge to third parties any claims arising from deliveries to AENOVA or other claims resulting from AENOVA's orders without the prior written consent of AENOVA (prohibition of assignment); Section 354a HGB shall remain unaffected. In the event that a Supplier's claim against AENOVA is seized by means of a seizure and transfer order (*Pfändungs- und Überweisungsbeschluss*), AENOVA shall be entitled to charge Supplier a lump sum of EUR 20.00 (net) for the administrative procedure required.
- 6.8 Any set-off or assertion of a right of retention by Supplier against claims disputed by AENOVA or claims which have not been legally established or which are not ready for decision shall not be permitted.
- 6.9 AENOVA shall not be liable to pay interest from the due date. For AENOVA to be in default, deviating from statutory provisions, a written reminder shall be sent in any case by Supplier. The provisions of statutory law shall apply to the amount of default interest.
- 7. Transfer of ownership, granting of rights of use**
- 7.1 Any retention of title of Supplier shall be excluded. Ownership of the goods delivered by Supplier shall be transferred to AENOVA upon their handover. In particular, any prolonged or extended retention of title shall be hereby excluded.
- 7.2 Reservations of the Supplier with regard to the granting of permanent rights of use to software delivered or created by the Supplier shall also be excluded. If AENOVA is to be granted permanent rights of use within the scope of an order, AENOVA shall receive these rights, in accordance with the agreement, when the software is handed over on a data carrier or made available for download or when the software is made available for the first time via data networks.
- 7.3 In any case, AENOVA shall be entitled to process, sell, or otherwise dispose the goods delivered without any further action being required, in particular without any approval or notification.
- 8. Bearing of risk**
- 8.1 Unless otherwise agreed, the Supplier shall bear the risk of accidental loss or deterioration of the goods in contracts for the procurement of goods until their delivery at the place of performance (clause 3.1). Until receipt of all Commodity Documents relating to the goods (clause 4.4) the goods shall be stored at the Supplier's expense and risk.
- 8.2 Insofar as acceptance is provided for by law and/or contractually agreed, the transfer of risk shall take place upon acceptance. If a formal acceptance has been agreed upon, the transfer of risk shall not take place before AENOVA confirms the successful acceptance in the acceptance protocol. The payment of invoice amounts shall not replace the formal acceptance. Section 640 para. 2 BGB shall apply with the provision that the setting of a deadline by the Supplier shall be made in writing and be accompanied by a written reference to the consequences of an undeclared acceptance or a refusal to accept without stating any defects.
- 9. Warranty and warranty period, substitution, examination of goods upon receipt, audits**
- 9.1 Supplier warrants (*gewährleistet*) that the goods delivered, or the services provided are free of material defects and deficiencies in title at the time the risk is transferred, in particular that they correspond to the subjective requirements (clause 9.2) and the objective requirements (clause 9.3).
- 9.2 The goods delivered, or the services provided correspond to the subjective requirements, if they have the agreed quality with respect to type, quantity, quality, functionality, compatibility, and interoperability, and concerning all other features, concerning which the parties have agreed on requirements, the warranted characteristics, correspond to the specifications prescribed by AENOVA, and meet all other quality requirements demanded by AENOVA, and if, therefore, the goods delivered, or the services provided are suitable for the use expected under the contract.
- Insofar as the goods ordered by AENOVA are used for the production of pharmaceuticals and/or medical products, cosmetics and/or food supplements, (i) the minimum storage life as set out in clause 4.7, and (ii) the applicable GxP and regulatory requirements of the manufacturer/country of origin of the goods and the competent regulatory authorities and the EU directives relating to Good Distribution Practice (GDP) shall be considered subjective requirements. The Supplier will comply with these subjective requirements. In the cases described in this sub-paragraph, if possible, each delivery should come from the same batch, i.e. represent a homogeneous unit. The batch number shall be permanently and clearly marked on each container and on each delivery note. If a delivery consists of several batches of the same product, all batch numbers shall be noted there. In all cases of continuous manufacturing processes, in which a batch-based recording is not possible, the Supplier shall ensure that the quality meets the specifications. The Supplier shall immediately inform AENOVA in writing of any forthcoming changes of which it is aware, or of any intended product changes or changes in manufacturing processes or analysis methods. Product changes include, for example, changes with regard to product quality, raw material quality and source, synthesis route including chemicals used, production plant size and type, production site, a significant change in batch size (more than 30%) as well as the outsourcing of production steps and/or analysis work.
- 9.3 Notwithstanding the subjective requirements pursuant to clause 9.2, the Supplier warrants (*gewährleistet*) that the delivered goods, or the services provided correspond to the objective requirements. The goods delivered, or the services provided correspond to the objective requirements, if (i) the delivered goods (a) are free of processing and material defects that reduce their value or suitability for the normal use, (b) comply with the characteristics with respect to quantity, quality, and concerning all other features, including durability,

functionality, compatibility, and security that are normal for goods of the same type, and which AENOVA may expect given the nature of the goods and taking into account any public statement made by or on behalf of the Supplier, or other persons in previous links of the contractual chain (including in advertising or on labelling), and (c) comply with the other objective requirements laid out in this clause 9.3, or (ii) the rendered Services (a) are suitable for the use presupposed in the contract or otherwise for the usual use and have a quality that is usual for services of the same type and that AENOVA may expect according to the type of service, and (b) comply with the other objective requirements laid out in this clause 9.3.

The objective requirements for delivered goods or provided services shall include that the goods delivered and services rendered (i) comply with the relevant statutory provisions and regulations and guidelines of the authorities, professional associations and trade associations as well as the currently valid recognized rules of technology (hereinafter referred to as “**Rules**”), and (ii) comply with the samples or models provided to AENOVA by the Supplier or by a third party (including sub-suppliers) on its behalf prior to the conclusion of the contract, in particular with regard to the composition and the absence of contamination with harmful substances and foreign substances which do not comply with the specifications. In this respect, the Supplier additionally warrants (*gewährleistet*) that (i) at the time of the passing of risk it is not aware of any imminent changes in the Rules, and (ii) it is not aware of any correction of public statements made by the Supplier itself or by another link in the contractual chain or other third parties with regard to the quality of the goods delivered or services rendered pursuant to clause 9.3(i)(b).

- 9.4 Acceptance of a delivery by AENOVA shall at all times be subject to a quantity-, quality- and suitability check and checks on the compliance with the subjective and the objective requirements.
- 9.5 The commercial **duty to inspect and to give notice of defects** shall be governed by the statutory regulations subject to the following provision: AENOVA shall examine the delivered goods within a reasonable period after delivery. AENOVA’s duty to inspect is limited to damage and defects that become apparent during an external inspection of incoming goods including the goods’ documents and during a random quality check, as well as to externally recognizable deviations in identity and quantity (hereinafter “**Obvious Defects**”). AENOVA reserves the right to conduct a more extensive incoming goods inspection. Obvious Defects shall be notified by AENOVA without delay; such defects shall be deemed to have been notified in time if they are reported by AENOVA within five (5) working days after delivery. If acceptance has been agreed or is provided for by statutory provisions, there is no inspection obligation. In addition, it depends on the extent to which an investigation is feasible in the ordinary course of business, taking into account the circumstances of the individual case. Hidden defects may, without prejudice to the warranty period under clause 9.10, be reported within ten (10) working days after their discovery.
- 9.6 Without prejudice to AENOVA’s further claims, in the event of weight deviations, the weight determined by AENOVA during the incoming inspection shall apply, unless the Supplier proves, by submitting suitable documents, that the weight calculated by it was correctly determined according to a generally accepted method at the time of the transfer of risk. The above shall apply accordingly to quantity deviations.
- 9.7 AENOVA may reject a large goods delivery in its entirety as defective, even if the goods are partially free of defects, if (a) a substantial part of the large goods delivery (at least 10%) is defective or (b) in the case of several similar or identical components, a substantial part (at least 10%) thereof is defective, whereby the notification of defects extends to all these components. In this regard,

the shares of defective goods or components determined in AENOVA’s random quality checks shall be decisive.

- 9.8 If Supplier does not fulfil its obligations according to clauses 9.1 to 9.3, AENOVA’s rights shall be based on the legal regulations on **material defects and deficiencies of title**, i.e. in particular on subsequent performance (*Nacherfüllung*), withdrawal (*Rücktritt*), reduction (*Minderung*), damages (*Schadensersatz*) or reimbursement of expenses (*Aufwendungsersatz*). The place of performance for the subsequent performance shall be the location of the goods or works. The subsequent performance shall be carried out immediately, but at the latest by the expiry of a reasonable deadline set by AENOVA, and free of charge for AENOVA. If applicable, it shall include the possible disassembly and removal of the defective item as well as the installation of the replacement delivery. AENOVA shall make the defective goods available to the Supplier for the purposes of subsequent performance upon request.
- 9.9 If the Supplier’s subsequent performance has failed and if a further attempt at subsequent performance is unreasonable for AENOVA (e.g. due to particular urgency, endangerment of operational safety or the threat of disproportionate damage), AENOVA may exercise its further warranty rights without setting a new deadline. Furthermore, AENOVA shall be entitled, without prejudice to further legal claims, to remedy the defects of the delivered goods or other services itself or through third parties at the Supplier’s expense or to make a covering purchase (“**Substitute Performance**”). AENOVA may demand an advance payment from the Supplier for the expenses necessary to remedy a defect. AENOVA reserves the right to demand compensation for damages in all cases.
- 9.10 Unless otherwise agreed, the **warranty period** shall be thirty-six (36) months. Insofar as a longer limitation period is provided by law, this period shall be decisive. The warranty period shall commence upon transfer of risk. It does not run in the period between a notice of defects and a rectification of defects. It shall also be suspended in the period between the Supplier’s receipt of a notice of defect until the Supplier declares that it rejects the claims, declares the defect to be eliminated or otherwise refuses to continue negotiations on AENOVA’s claims. AENOVA’s rights of recourse against the Supplier in the case of a purchase of consumer goods shall be subject to the statutory provisions.
- 9.11 If an ordered product must first be manufactured by the Supplier or if the Supplier is obliged to provide other services to AENOVA, AENOVA is entitled, after prior notification, to carry out quality and deadline audits at the Supplier’s or its subcontractors’ premises during normal business hours. Such control measures do not release the Supplier from the proper fulfilment of its contractual obligations, in particular from the obligation to deliver or manufacture a work in accordance with the contract and free of defects and from the obligation to properly monitor the persons whom he uses to perform his obligations (*Erfüllungshelfen*).

10. Liability, indemnification, insurance

- 10.1 Unless otherwise stated in these GTP including the following provisions, the Supplier shall be liable in the event of a breach of contractual and non-contractual obligations in accordance with the statutory provisions.
- 10.2 In particular, the Supplier shall indemnify AENOVA on first request from all claims of third parties based on the German Product Liability Act (*Produkthaftungsgesetz*), the German Pharmaceutical Act (*Arzneimittelgesetz*), the German Environmental Liability Act (*Umwelthaftungsgesetz*), tort law (*Deliktsrecht*), or comparable domestic and foreign laws for damages, costs, expenses and other disadvantages resulting from product defects, provided that the cause is within the Supplier’s sphere of control and organization and that

the Supplier is itself liable in the external relationship. Furthermore, the Supplier shall indemnify AENOVA against all claims for damages asserted against AENOVA by customers of AENOVA due to a defect of pharmaceuticals and/or medical products, cosmetics and/or food supplements delivered by AENOVA, if such defect is based on the fact that goods delivered by the Supplier do not comply with the subjective requirements (clause 9.2) and/or the objective requirements (clause 9.3). The claims for indemnification according to this clause 10.2 shall also include all expenses that AENOVA necessarily incurs in connection with such a claim by third parties, in particular the reasonable costs of legal defense.

- 10.3 In connection therewith, Supplier shall also be obliged to reimburse AENOVA for any expenses in accordance with Sections 683, 670 BGB, and shall compensate damages incurred as a result of or in connection with a product defect or any field measure (e.g. recall measures, warnings) carried out in relation to such a product defect. This shall also apply to precautionary field measures, if and insofar as these were appropriate according to objective standards. AENOVA shall inform Supplier to the extent possible and reasonable about the content and scope of any field measure to be carried out and give it the opportunity to comment thereon.
- 10.4 The Supplier must take out **liability insurance** for the goods and/or services delivered by it and the associated risks at conditions customary in the industry and in a sufficient amount, but at least in accordance with legal requirements, to be maintained during the term of the contract, and to provide AENOVA with corresponding written proof of insurance upon request.
- 10.5 Further claims by AENOVA shall remain unaffected.

11. Property rights and rights of use

- 11.1 Supplier guarantees by way of an unlimited quality guarantee (*Beschaffungsgarantie*), that the delivery and usage of the delivered goods and/or services does not infringe any third parties' intellectual/industrial property rights (such as patents, copyright, design, trademark or name rights) or applications thereof. Supplier shall indemnify and hold harmless AENOVA and its customers upon written request against any third-party claims resulting from any infringement of such property rights unless it has informed AENOVA in writing of a possible infringement of property rights before the conclusion of the contract. Any license fees, expenses and costs incurred by AENOVA in this connection, including the reasonable costs of a necessary legal defense, shall be borne by the Supplier.
- 11.2 If the Supplier has been commissioned by AENOVA to develop certain ideas, concepts, drafts or designs for AENOVA, the following shall apply: In this respect the Supplier shall transfer to AENOVA the exclusive right, unlimited in content and time, to use, publish, distribute, reproduce, edit and otherwise exploit these ideas, etc. as far as a transfer is possible under German law. The rights granted above shall extend to all types of use. The granting of rights under this provision expressly includes the right to transfer to third parties. The aforementioned granting of rights shall be settled with the price paid by AENOVA in each case.
- 11.3 If the object of a delivery is software or if delivered goods contain software, or if Supplier's Services consist of or include the adaptation or creation of software, the following shall apply: To this extent, the Supplier shall transfer to AENOVA the exclusive right, unlimited in content and time, (i) to reproduce the software permanently or temporarily, in whole or in part, by any means and in any form, (ii) to translate, process, arrange or otherwise modify the software, including the right to reproduce the results achieved to the aforementioned extent, (iii) to distribute the software or copies of the software in any form, including the right to rent out the software, (iv)

to make available the software to the public by wire or wireless means, including the right to make the software available to the public in such a way that it is accessible to members of the public from places and at times of their choice, provided that a transfer is possible under German law. The rights granted above shall extend to all types of use. The granting of rights under this provision shall expressly include the right to transfer to third parties. The aforementioned granting of rights shall be settled with the price paid by AENOVA in each case.

12. Subcontractors, sub-suppliers

- 12.1 The order may only be passed on to third parties with the prior consent of AENOVA in text form. In this case the Supplier shall ensure that the subcontractor complies with the obligations described in these GTP. However, the Supplier shall remain fully liable in any case.
- 12.2 AENOVA may, without prejudice to Section 445a of the BGB, also claim from the Supplier reimbursement of those expenses which AENOVA had to bear in relation to its own purchaser pursuant to Section 439 para. 2, 3 and 6 sentence 2 if the defect claimed by the purchaser was already present at the time of the passing of risk to AENOVA in accordance with these GTP. Any further claims for damages and indemnification of AENOVA in accordance with clause 10 shall remain unaffected. The Supplier shall ensure that AENOVA is provided with the best possible indemnification in the event of delivery of defective goods, in particular with respect to contaminations of raw materials for the production of pharmaceuticals and/or medical devices, cosmetics and/or food supplements with contaminants. Therefore, in case of occurrence of a defect of delivered goods originating from the sub-supplier's area of responsibility, the Supplier shall, upon AENOVA's request, (a) enforce warranty and liability claims against the sub-supplier without undue delay and at the Supplier's own expense and (b) instruct the sub-supplier, to make payments directly to AENOVA up to the amount of AENOVA's claims, or (c) if a payment directly to AENOVA cannot (any longer) be validly agreed upon or if the sub-supplier refuses to make a payment directly to AENOVA, to immediately forward payments of the sub-supplier up to the amount of AENOVA's claims to AENOVA. Payments made by the sub-supplier in accordance with this clause 12.2 shall be credited against AENOVA's payment claims against the Supplier.

13. Property and copyright of know-how and documents, confidentiality

- 13.1 AENOVA reserves all property rights and copyrights to all documents – in any form whatsoever – in particular to drawings, plans, sketches, illustrations, samples, calculations (hereinafter referred to as "**Documents**"), and the know-how embodied therein, which are made available to the Supplier for the performance of Services. They may not be made accessible to third parties or duplicated without AENOVA's express approval in text form and may only be used for the contractually agreed purpose.
- 13.2 The Supplier shall be obliged to treat all Confidential Information received from AENOVA or another AENOVA Member on the occasion of the business relationship with AENOVA as strictly confidential during the cooperation and also afterwards (see clause 13.9). "**Confidential Information**" within the meaning of these GTP shall mean:
- (a) All information of AENOVA and the AENOVA Group, regardless of its nature, which is directly or indirectly disclosed to the Supplier, its legal representatives, employees, consultants or other representatives as well as the companies affiliated with it (Sections 15 et seq. *AktG*) within the scope of the cooperation, or which becomes known within the scope of the cooperation,

regardless of how the respective information is embodied, in which way the communication or knowledge takes place (e.g. verbally, in writing, electronically or in any other way) or whether it is expressly marked as being subject to secrecy or confidential;

- (b) in particular all business, financial, technical or other information, especially business plans, customer, employee or supplier data, price lists, market studies, inventions, company secrets, business models, concepts, designs, patents, pending patents, offers and answers to offers and all other information requiring secrecy, including know-how, industrial property rights and other intellectual property, descriptions, instructions, processes, recipes, systems, programs, measurement and control technology, methods, techniques, work instructions, development and research data, software as well as products, components or parts of products which do not correspond to the series status and/or are generally available on the market (e.g. prototypes, samples, drafts).
- 13.3 Confidential Information shall not include such information for which the Supplier can prove that it
- (a) was already generally public at the time of disclosure by AENOVA or was already known to the Supplier or subsequently became generally public, without the Supplier being responsible;
 - (b) is lawfully and without obligation of confidentiality communicated or made available to the Supplier by a third party, provided that the third party – to the Supplier’s knowledge – does not breach its own obligation of secrecy when the information is transferred;
 - (c) has been obtained independently by the Supplier and without breach of any confidentiality obligation and/or recourse to the Confidential Information; or
 - (d) has been released in writing by AENOVA.
- 13.4 In particular, the Supplier undertakes to use the Confidential Information exclusively for the execution of the contract, not to use it for other commercial purposes and not to make it the subject of industrial property rights. Furthermore, the Supplier shall make the Confidential Information accessible only to those employees who are required for the proper performance of the contract and who are subject to a corresponding confidentiality obligation. The Supplier shall take all necessary and appropriate precautions and measures to ensure that the Confidential Information obtained is effectively protected at all times against loss and against unauthorized access, and, in particular, that it is not passed on to unauthorized third parties or made accessible in any other way. If the Supplier uses sub-contractors or third parties for the purpose of rendering Services or discloses Confidential Information to its external consultants, it shall ensure that these are also subject to the obligations set out in this clause 13 or are obliged to maintain secrecy by law.
- 13.5 The Supplier may only refer to its business relationship with AENOVA upon AENOVA’s consent in text form.
- 13.6 The Supplier shall have the right to disclose any Confidential Information if it is obliged to do so by law or by a court or official order, provided that the Supplier has notified AENOVA of this disclosure in writing in advance, insofar as legally permissible, and takes reasonable and lawful measures to prevent the disclosure and/or to minimize its extent.
- 13.7 AENOVA may demand the **return** of documents and Confidential Information, in embodied and/or electronic form, if these are no longer required by the Supplier in the ordinary course of business or if no contract is concluded with the Supplier. The Supplier shall have no right of retention to the documents and Confidential Information. In this case, any copies are either to be destroyed or also handed over,

at AENOVA’s discretion. If the copies are to be destroyed, the Supplier shall, at AENOVA’s request, prove the proper and data protection-compliant destruction by submitting suitable documents within ten (10) working days. This shall also apply to any subcontractors of the Supplier.

- 13.8 Clause 13.7 shall not apply to routinely made backup copies of electronic data traffic, and if Confidential Information and/or copies thereof must be retained under mandatory law. In this case, such Confidential Information and/or copies thereof shall be subject to an unlimited obligation of confidentiality in accordance with the provisions of this clause 13, unless they are returned or destroyed.
- 13.9 After termination of the contractual relationship, the obligation to maintain secrecy shall continue for a further five (5) years, subject to any legal obligation to maintain secrecy extending beyond this period.

14. Data protection

- 14.1 The Supplier undertakes to ensure at all times that the respectively applicable data protection laws (such as the GDPR) are complied with and that any personal data of AENOVA’s employees is processed exclusively for the performance of the contract, unless any other processing is legally permissible. Furthermore, the Supplier shall undertake to delete the data after the purpose associated with the processing has been fulfilled, insofar as no legal obligations to provide proof or to retain data apply.
- 14.2 At AENOVA’s request, the Supplier shall conclude further agreements on the protection of personal data if AENOVA is of the justified opinion that these are legally necessary, in particular also in cases in which personal data is transferred to countries outside the EU or the EEA. These further agreements may include (i) AENOVA’s standard agreement on commissioned processing in accordance with Art. 28 of the GDPR, (ii) the EU standard contractual clauses for the transfer of personal data to processors and/or (iii) other agreements.

15. Compliance

- 15.1 The Supplier shall comply with all applicable (inter)national laws, rules, and regulations as well as standards and orders in connection with the performance of this agreement, including all applicable laws, rules, and regulations on international trade, such as export bans, import and export controls and sanctioned party lists (lists which list all persons and companies with whom no trade may be conducted). In addition, the Supplier undertakes to comply with the 10 principles of the UN Global Compact (<https://www.unglobalcompact.org/what-is-gc/mission/principles>), which include principles on respect for human rights, environmental protection, labor, or the prevention of corruption.
- 15.2 The Supplier expressly guarantees that it is entitled to dispose of all goods or to render the Services, including the right to grant AENOVA copyright usage rights. The Supplier shall possess all licenses, permits, end consumer certificates and other documents that are required to fulfil its obligations in the country of origin, transit and destination and shall immediately inform AENOVA of any legal restrictions.

16. Applicable law, place of jurisdiction, other final provisions

- 16.1 Nothing in this GTP shall be understood to mean that the Supplier acts as AENOVA’s authorized representative (or vice versa), or that both parties wish to enter into a partnership, joint venture, or other employment relationship.
- 16.2 These GTP shall be governed exclusively by the laws of the Federal Republic of Germany under exclusion of the UN Convention on



Contracts for the International Sale of Goods (CSIG) as well as German and international law on the conflict of laws.

- 16.3 If Supplier is an entrepreneur (Section 14 BGB), a legal entity under public law or a special fund under public law, the **Courts in Munich (Germany)** shall have exclusive jurisdiction with regard to any disputes arising from the respective agreement or in relation thereto. Furthermore, AENOVA shall be entitled to bring an action before the court with substantive jurisdiction at the Supplier's place of business.
- 16.4 Should any of the provisions in these GTP or in any other agreement be invalid or unenforceable in whole or in part, or should there be a regulatory gap, the validity of the remaining provisions shall remain unaffected thereby.

January 2022