

General Terms and Conditions of Sale and Delivery

I. General

1. Deliveries by Krewel Meuselbach GmbH and its associated companies are made exclusively on the following terms and conditions.
2. By accepting an offer, an order confirmation or, at the latest, by placing an order or accepting a service, the Buyer accepts that the General Terms and Conditions of Sale and Delivery apply to all business relations with us. Once agreed, the General Terms and Conditions of Sale and Delivery shall also be deemed to have been agreed for future contracts.

Failure on our part to respond to any terms and conditions of the Buyer which are worded differently shall not be deemed to constitute acceptance of the Buyer's terms and conditions; we hereby object to their validity.

II. Placing of orders and conclusion of contract

1. Our quotations are subject to change without notice.
2. Orders shall only become legally binding upon our written confirmation or execution of the order. Any subsidiary agreements, reservations, amendments or additions to a contract shall require our written confirmation to be valid.
3. Orders from pharmaceutical wholesalers will only be filled in original packaging and not below the minimum order quantities specified.
4. Prior to the first delivery to hospital and supply pharmacies, the official licence to operate a hospital pharmacy or the licence to supply hospitals must be presented. We must be informed immediately of any withdrawal or revocation of such authorisation.

III. Transfer of risk and dispatch

1. The risk shall pass to the Buyer as soon as the goods have been placed at the Buyer's disposal in our warehouse. This shall also apply where carriage paid delivery has been agreed. If dispatch has been agreed, the risk shall pass as soon as the goods have been dispatched or collected.
2. If agreed, packaging and delivery shall be free to the agreed delivery address. For deliveries with a net order value of less than EUR 300.00, shipping costs will be charged. Additional costs for special shipping methods will be charged to the Buyer.
3. If the Buyer does not wish to accept the goods or is in default of acceptance, the risk shall pass to the Buyer as soon as the goods are stored at our request. Any costs incurred shall be borne by the Buyer. We shall also be entitled to rescind the contract or claim damages for non-performance if the Buyer is in default of acceptance.

IV. Prices and payment terms

1. Our prices are ex warehouse plus the applicable statutory VAT and, where applicable, packaging and shipping costs. The price list valid on the date of receipt of the order shall apply.
2. Our claim for payment shall become due when the goods are made available to the Buyer or, in the case of agreed shipment, when the goods are dispatched. Payment must be made net, i.e. without any deductions.
3. The Buyer may only set off claims which are undisputed or have been finally and conclusively established.

V. Time limits, delay and impossibility

1. We shall endeavour to execute orders placed with us as quickly as possible. The written statements of both parties shall be decisive for any delivery periods.
2. An agreed delivery period shall be deemed to have been met when the goods have been made available to the Buyer. If dispatch has been agreed, the delivery period shall be deemed to have been met if the goods have been dispatched. The observance of an agreed delivery period presupposes the timely receipt of all documents to be supplied by the Buyer and the observance of the agreed terms of payment and other obligations of the Buyer. If these conditions are not fulfilled in time, the delivery period shall be extended accordingly.
3. If the failure to comply with a delivery period is due to mobilisation, war, civil unrest, strike, lockout, incorrect or late delivery by our own suppliers despite the conclusion of a covering transaction, or the occurrence of unforeseeable obstacles or obstacles for which we are not responsible, the delivery period shall be extended accordingly.
4. We shall not be liable for impediments to performance within the meaning of Article V.3 unless, in exceptional cases, they can be attributed to us under the aspect of assumption of responsibility or culpa in contrahendo ("Übernahme- oder Vorsorgeverschulden").
5. If we are in default with a delivery, we shall be entitled to a period of grace, not exceeding four weeks, for subsequent delivery by agreement. After this period has expired, the Buyer may withdraw from the contract.
6. The Buyer may claim damages for delay or non-performance due to delay or impossibility only up to a total of 25% of the value of that part of our delivery which has not been delivered. Claims for damages in excess of this amount shall be excluded in all cases of delay or impossibility, even after expiry of any period of grace granted to us, except in cases of intent or gross negligence where liability is mandatory by law.

VI. Warranty, claims for defects and liability exclusions and limitations

1. The statutory provisions shall apply to the rights of the Buyer with respect to defects in quality or title (including wrong and short delivery as well as improper assembly/installation or defective instructions) if nothing to the contrary is determined in the following.
2. In any case, the statutory provisions on the sale of consumer goods (§§ 474 et seq. BGB – German Civil Code) and the rights of the Customer arising from separately issued guarantees, in particular on the part of the manufacturer, shall remain unaffected.
3. The basis of our liability for defects is primarily the agreement reached on the quality and the presumed use of the goods (including accessories and instructions). Product descriptions or manufacturer's specifications shall only be considered as an agreement on quality in this sense if this was contractually agreed or if such descriptions or specifications were publicly announced by us (in particular in catalogs) at the time of the conclusion of the contract.
4. If the quality has not been agreed upon, the statutory regulation shall be applied to determine whether there is defect (§ 434 para. 3 BGB – German Civil Code). Public statements made by the manufacturer or on his behalf, in particular in advertising or on the label of the goods, take precedence over statements made by other third parties.
5. The Buyer's right to warranty claims under this contract require that the Buyer has duly discharged his obligations of inspection and notification of defects in accordance with §§ 377, 381 HGB (German Commercial Code). If the Buyer fails to inspect the goods properly and/or to give notice of defects, our liability for the defect not notified, not notified in time or not notified properly shall be excluded in accordance with the statutory provisions. This shall also apply in the case of Goods which are intended for installation, mounting or assembly if the defect only becomes apparent after such processing as a result of the breach of one of these obligations; in this case, the Customer shall in particular not be entitled to claim reimbursement of the corresponding costs ("dismantling and assembly costs"). If the contractual relationship between us and the Buyer is a contract for work and services ("Werkvertrag"), § 377 HGB (German Commercial Code) shall apply mutatis mutandis.
6. If an acceptance of the goods or an initial specimen inspection has been agreed with the Buyer, a complaint about defects which the Buyer could have detected during a careful acceptance or initial specimen inspection shall be excluded.
7. If the delivered goods or the work created is defective, we may select whether we shall provide subsequent performance by remedying the defect ("Nachbesserung") or by delivering a defect-free item ("Ersatzlieferung"). If the type of subsequent performance chosen by us is unreasonable for the Buyer in the individual case, the Buyer may reject it. Our right to refuse subsequent performance under the statutory conditions remains unaffected.
8. We have the right to make the subsequent performance dependent on the Buyer paying the due purchase price. However, the Buyer shall be entitled to retain a part of the purchase price, which is reasonable in relation to the defect.

9. The Buyer shall give us the time and opportunity necessary for the subsequent performance; in particular, it shall hand over the rejected goods for inspection purposes. In the event of a replacement delivery, the Buyer shall return the defective goods to us at our request in accordance with the statutory law; however, the Buyer shall not have a claim for return.
10. We shall bear or reimburse the expenses necessary for the purpose of testing and subsequent performance, in particular transport, travel, labor and material costs in accordance with the statutory provisions and these Terms and Conditions of Sale and Delivery if there is actually a defect. Otherwise, we are entitled to demand reimbursement from the Buyer for the costs incurred as a result of the unjustified demand for remedy of defects if the Buyer knew or could have known that no defect actually existed.
11. In urgent cases, e.g. if operational safety is endangered or in order to prevent unreasonable damage, the Buyer is entitled to remedy the defect itself and to demand reimbursement from us of the expenses actually required for this purpose. We shall be notified immediately, if possible in advance, of any such self-remedy. The right of self-remedy shall not exist if we would be entitled to refuse a respective subsequent performance pursuant to the statutory law.
12. If subsequent performance has failed or if a reasonable period of time set by the Buyer for subsequent performance has expired unsuccessfully or is dispensable under the statutory law, the Buyer may withdraw from the purchase agreement or reduce the purchase price in accordance with the statutory provisions. In the case of an insignificant defect, however, there is no right to withdraw from the contract.
13. Claims of the Buyer for reimbursement of expenses according to § 445a para. 1 BGB (German Civil Code) are excluded, unless the last contract in the supply chain is a consumer goods purchase (§§ 478, 474 BGB – German Civil Code) or a consumer contract for the provision of digital products (§§ 445c para. 2, 327 para. 5, 327u BGB – German Civil Code). Any claims of the Buyer for damages or reimbursement of futile expenses (§ 284 BGB – German Civil Code) shall exist only in accordance with Articles VI.14 to VI.17, also in the case of defects of the goods, and shall otherwise be excluded. Any limitation periods shall be subject to Article VII below.
14. Subject to the provisions in Article VI.15, we are only liable for damages – in the case of contractual, non-contractual or other damage claims, irrespective of the legal reason, in particular due to defects, default and impossibility, culpa in contrahendo and tort – in case of wilful intent and/or gross negligence, including wilful intent and/or gross negligence on the part of our representatives or vicarious agents. In addition, we are also liable in the case of mild negligence, including mild negligence of our representatives and vicarious agents, for damages arising from the infringement of an essential contractual duty, i.e. a duty, the satisfaction of which makes the due implementation of the contract at all possible and which the Buyer can therefore usually expect to be satisfied by us (cardinal duty, “Kardinalpflicht”). If and to the extent that we are not liable for wilfully infringing a duty, the liability for damages shall, however, be restricted to the foreseeable, typical damage.

15. Claims for damages arising from injury of life or limb or health as well as claims of the Buyer pursuant to the German Product Liability Act (Produkthaftungsgesetz) and the special statutory provisions governing ultimate delivery of the goods to a consumer as well as other mandatory statutory liability regulations shall not be affected by the liability exclusions and limitations set out in Article VI.14. The above liability exclusions and limitations shall also not apply insofar as we have fraudulently concealed a defect or insofar as we are liable because of the assumption of a guarantee or of the risk of procurement ("Beschaffungsrisiko").
16. Articles VI.14 and VI.15 shall also apply if the Buyer demands reimbursement of futile expenses instead of a claim for damages.
17. Insofar as our liability for damages is excluded or limited, this shall also apply with regard to personal liability for damages of our employees, representatives and vicarious agents which is based on the same legal reason.

VII. Statute of limitations

1. Claims of the Buyer arising from defects in quality or title become time-barred after expiry of twelve (12) months from delivery (hand-over) of the goods. If a formal approval ("Abnahme") has been agreed, the limitation period begins with the formal approval.
2. Mandatory provisions on the statute of limitations shall not be affected. The facilitation of limitation set out in Article VII.11 shall therefore not apply to claims based on an injury of life, limb or health, to claims based on wilful intent and gross negligence and to claims based on an assumption of a warranty or the risk of procurement ("Beschaffungsrisiko"). The longer limitation periods according to § 438 para. 1 No. 1 BGB (German Civil Code) (real rights of a third party), §§ 438 para. 1 No. 2, 634a para. 1 No. 2 BGB (German Civil Code) (buildings, building materials and components as well as planning services for a building), § 438 subs. 3 and § 634a para. 3 BGB (German Civil Code) (fraudulent intent) shall also remain unaffected. If the ultimate contract in the supply chain pertains to a sale of consumer goods according to § 474 BGB (German Civil Code) (i.e. if the goods are ultimately delivered to a consumer), the limitation periods stipulated in § 445b BGB (German Civil Code) also remain unaffected.
3. The limitation periods resulting from Articles VII.1 and 0 for claims due to defects in quality or title shall apply *mutatis mutandis* to competing contractual or non-contractual damage claims of the Buyer which are based on a defect of the goods. If, however, in an individual case the application of the statutory limitation rules lead to an earlier statutory limitation of the competing claims, the statutory period of limitation shall apply to the competing claims. In any case, the statutory periods of limitation pursuant to the German Product Liability Act (Produkthaftungsgesetz) shall not be affected.
4. Insofar as pursuant to Articles VII.11 to VII.3 the limitation period for claims towards us is shortened, this shall apply *mutatis mutandis* to any claims of the Buyer against our statutory representatives, employees, authorized representatives and vicarious agents which are based on the same legal reason.

VIII. Instructions and product monitoring

1. The Buyer is obliged to carefully observe the product instructions issued by us and to pass them on to any users and their customers with special reference to them.
2. If the Buyer does not fulfil his obligations according to Article VIII.1 and if this results in product or manufacturer's liability claims against us, the Buyer shall indemnify us from these claims in the internal relationship; if circumstances for which we are responsible have also contributed to the cause, the indemnification shall be in accordance with the contributing shares.
3. The Buyer is obliged to monitor our products and their practical use. This also applies after resale. The obligation to monitor the product relates in particular to previously unknown harmful properties of the product or to the use and consequences of use that create a risk. We must be informed immediately of any findings.

IX. Reservation of Title

1. Until full payment of all our present and future claims arising from the purchase agreement and/or from the current business relationship with the Buyer (secured claims), we reserve title to the sold goods.
2. The goods subject to reservation of title may neither be pledged to third parties nor assigned by way of security by the Buyer before complete payment of the secured claims without our explicit written consent. In the case of pledges or other third party intervention, the Buyer must notify us immediately in writing so that we may file an action pursuant to § 771 ZPO (German Code of Civil Procedure). Insofar as the action was successful and the third party is unable to reimburse us the court and out-of-court costs of legal action pursuant to § 771 ZPO (German Code of Civil Procedure), the Buyer shall be liable for the costs we have sustained.
3. The Buyer shall be entitled to resell the goods delivered in the normal course of business. He herewith assigns to us, however, all claims amounting to the final invoice amount (including value-added tax) of our claims which accrue from the resale vis-à-vis his Buyers or third parties, irrespective of whether the goods purchased have been sold again with or without further processing. After such assignment the Buyer shall also remain entitled to collect this claim. Our right to collect this claim ourselves shall remain unaffected thereby. However, we undertake not to collect the claim provided that no bill or cheque protests are raised and the Buyer fulfils his payment obligations arising from the proceeds received, the Buyer is not in default of payment and, in particular, no application to initiate insolvency proceedings with regard to the Buyer's assets has been filed. If this is the case, however, we may demand that the Buyer notifies us of the claims assigned and their debtors, provides all details necessary for their collection, delivers the relevant documents and informs the debtors (third parties) of said assignment.
4. The processing or conversion by the Customer of the Goods subject to reservation of title shall always be deemed to be performed for us and on our behalf. If the Goods subject to reservation of title are processed with other items/materials not belonging to us, we shall acquire co-ownership of the new article in a ratio of the value of the Goods

subject to reservation of title to the other processed items/materials at the time of processing. In all other respects, the provisions applicable to the Goods subject to reservation of title shall also apply mutatis mutandis to the articles resulting from such processing.

5. If the Goods subject to reservation of title are mixed or joined inseparably with other items/materials not belonging to us in such a way that they become major components of a uniform article, we shall acquire co-ownership of the new article in a ratio of the value of the Goods subject to reservation of title to the other mixed or joined items/materials at the time of joining or mixing. If joining or mixing takes place in such a way that the Customer's article is to be regarded as the main item, it is already agreed here and now that the Customer transfers pro-rata co-ownership to us. The Customer shall keep the jointly held property thus produced in safe custody for us. Furthermore, the same shall apply to the article resulting from such joining or mixing as to the Goods subject to reservation of title.
6. The Buyer is obliged to treat the goods subject to reservation of title carefully and in particular the Buyer is obliged to adequately insure them against fire, water damage and theft at replacement value. If maintenance and inspection work is required, the Buyer must carry this out in due time and at its own expense.
7. In the event of loss or damage to the goods subject to reservation of title, the Buyer hereby assigns to us any claims to insurance payments existing in this connection in the amount of the final invoice (including value-added tax) of our claims with respect to the object of delivery by way of additional security in advance.
8. In case of deliveries abroad, if certain measures and/or declarations by either party are necessary to ensure the effectiveness of the above mentioned reservation of title and/or certain other rights referred to in the paragraphs above, the Buyer is obliged to inform us accordingly in writing or in text form and to take all necessary measures and/or make all necessary declarations without undue delay at its own expense. If the law of the country of import does not permit reservation of title to the goods, the Buyer is obliged to provide without undue delay ("unverzüglich") another appropriate security interest in the goods or any other equivalent collateral based on equitable discretion (§ 315 BGB – German Civil Code) at its own expense.
9. We undertake to release, at Buyer's request, the securities due to us if the realizable value of our securities exceeds the claims to be secured by more than 10 %; we reserve the right to select the securities to be released.

X. Resale

1. Our original medicinal specialities may only be resold in their entirety or under their original seal.
2. Pharmaceutical wholesalers may only sell our products to public pharmacies for dispensing to the end consumer.
3. Medicines purchased by hospital pharmacies must be used exclusively for dispensing in the hospital itself. Medicines provided to supply pharmacies are intended for direct

supply to those hospitals with which the respective Buyers have concluded legally valid contracts and for the supply of which an official licence has been granted.

XI. Final provisions

1. Should any provision of these Terms and Conditions of Sale and Delivery or any individual provision of any other agreements be or become invalid or unenforceable, the validity of the remaining provisions or agreements shall not be affected thereby. This shall not apply if adherence to the contract would constitute unreasonable hardship for one of the parties.
2. The place of performance for all services shall be Eitorf.
3. The law of the Federal Republic of Germany shall apply. The application of the UN sales law (CISG - United Nations Convention on Contracts for the International Sale of goods) is excluded.
4. If the Customer is a merchant, legal person under public law or a special fund under public law ("öffentlich-rechtliches Sondervermögen") as defined by German law, the place of jurisdiction for any and all disputes arising directly or indirectly from the contractual relationship shall be Bonn. We are however entitled to also take legal action against the Customer before the court having jurisdiction at its place of residence.

Eitorf, 12th June 2024