

**Terms and Conditions of Purchase for Ferdinand Eimermacher GmbH & Co. KG and affiliates
registered in Germany**

1 General terms

- 1.1 These Terms and Conditions of Purchase for Ferdinand Eimermacher GmbH & Co. KG and affiliates, as defined in Section 15 et seq. of the German Stock Corporate Act [AktG], registered in Germany form an integral part of contracts for sales and services concluded between the supplier of goods or service provider (hereinafter referred to as the Supplier) and Ferdinand Eimermacher GmbH & Co. KG and affiliates registered in Germany (hereinafter referred to as Eimermacher or an Eimermacher Company).
- 1.2 Eimermacher places orders exclusively on the basis of these Terms and Conditions of Purchase. Any deviating terms and conditions, sales conditions, delivery terms or other conditions from the Supplier only form an integral part of the contract where agreed to in writing by Eimermacher. The above consent requirement applies in every scenario, including in cases where the Supplier refers to its T&Cs in the order confirmation and Eimermacher does not explicitly object to their validity.
- 1.3 These Terms and Conditions of Purchase only apply if the Supplier is a trader (Section 14 of the German Civil Code [BGB]), a legal entity under public law or a special fund under public law.
- 1.4 Any declarations or notifications of significant legal relevance made by the Supplier in relation to the contract (e.g. setting deadlines, reminders, cancellation) must be submitted in writing. In these Terms and Conditions of Purchase, the written form encompasses the written and text form (e.g. letters, emails, faxes). Statutory formalities and further evidence, particularly in the case of doubts regarding the legitimacy of the declaring party, remain unaffected by the above.
- 1.5 Regardless of whether an order is executed or not, site visits, quote preparation and work on projects, etc., will not be paid or reimbursed unless anything to the contrary has been agreed in writing.
- 1.6 In the absence of any agreement to the contrary, these Terms and Conditions of Purchase as valid at the time Eimermacher places an order, at any rate in the version last disclosed to the Supplier in written form, apply as a master agreement for other similar agreements concluded in the future without any requirement on the part of Eimermacher to reference them in each individual case.
- 1.7 References to the applicability of statutory provisions are only informative in nature. Even without this form of clarification, the statutory provisions apply unless they are directly amended or expressly excluded in these Terms and Conditions of Purchase.

2 Order processing

- 2.1 Quotes, purchase orders, order confirmations and call-off orders as well as amendments or additions to the above by Eimermacher must be agreed in writing to be enforceable.
- 2.2 Eimermacher reserves the right to cancel orders free of charge prior to conclusion of the contract.
- 2.3 The order acceptance acknowledgement in the purchase order must contain all key order information, in particular the precise name of the ordered goods and services, the order number along with the order date and delivery date. The Supplier can be held responsible for any delays attributable to a breach of these terms by the Supplier.
- 2.4 If the order confirmation differs in any way from the purchase order, Eimermacher is only bound to the order if it has agreed to the deviation.

3 Prices & payment terms

- 3.1 The agreed prices are fixed prices subject to VAT. They include all services and ancillary services provided by the Supplier (e.g. assembly, installation) as well as all extra fees (e.g. proper packaging, shipping costs, incl. any required transport or liability insurance). Additional charges and price increases of any kind are hereby excluded.
- 3.2 The period for claiming any discounts only begins once a complete invoice has been received. If the invoice is received by Eimermacher before the goods, the date on which the goods are received forms the basis for the deduction of a discount.
- 3.3 In the absence of any agreements to the contrary, payments or any other fulfilment services to Eimermacher are to be made within 10 days with a 3% discount or within 45 days without deduction, in each case calculated from the receipt of the verifiable invoice by Eimermacher. Each payment is made subject to an invoice check.
- 3.4 Payment does not constitute acknowledgement of the delivery or service as being in accordance with the contract. If a delivery and/or service is defective or incomplete, Eimermacher reserves the right to withhold payment on claims arising from the business relationship to a reasonable extent prior to proper execution without prejudice to its other rights. The above rule applies accordingly in the case of claim offsetting. The Supplier is entitled to the right to offset or retention solely with regard to counterclaims which have been legally established or are undisputed.
- 3.5 The Supplier must only issue one copy of each invoice containing all information required in the purchase order for each delivery. VAT needs to be listed separately in each case. In addition to its VAT ID, the Supplier is required to include the tax number issued by its local tax office in a clearly visible position on all invoices. Ideally, the Supplier will send invoices by email.
- 3.6 If any of the information listed in Section 3.5 is missing, incorrect or incomplete, or the invoice cannot be audited on other grounds, the claim from the Supplier is no longer payable.
- 3.7 Eimermacher does not owe any interest on arrears. Statutory provisions apply to late payment.
- 3.8 The Supplier is not permitted to assign claims arising from the contractual relationship in whole or in part to third parties without prior written consent from Eimermacher. If a monetary claim is enforceable on the basis of the provisions of Section 354a of the German Commercial Code [HGB], which describe the aforementioned ban on assigning claims, Eimermacher may continue to pay the Supplier with a discharging effect.

4 Delivery dates, delays, force majeure

- 4.1 The agreed delivery dates, performance dates and deadlines are binding in nature (fixed date transactions). Adherence to these dates constitutes an essential contractual requirement for the Supplier. The Supplier must inform the Eimermacher Group without undue delay in writing if it may potentially be unable to uphold agreed delivery schedules, regardless of the grounds. The Supplier automatically enters into default if the delivery periods/dates lapse to no avail.
- 4.2 If no delivery and/or performance dates have been agreed with the Supplier, the Supplier agrees to perform the deliveries/services without undue delay in line with the standard, reasonable amount of time. Deliveries and services in advance as well as deliveries and services after the agreed date may only occur with prior consent from Eimermacher.
- 4.3 If the Supplier fails to provide an agreed service, fails to do so within the agreed delivery period or enters into default, Eimermacher's rights, in particular the right to cancellation and compensation, are governed by the pertinent statutory provisions. This does not have any bearing on the provisions of Section 4.4.
- 4.4 If the Supplier is in default, Eimermacher may claim lump-sum compensation for any losses caused by the delay in the amount of 1% of the net price for each calendar week the lapses, limited to a maximum of 5% of the net price of the goods delivered late in addition to further statutory claims. Eimermacher reserves the right to prove that higher losses were incurred.

However, the Supplier also reserves the right to prove that no losses were incurred, or that the losses were significantly lower than claimed by Eimermacher.

- 4.5 In the case of force majeure events, i.e. unforeseeable, unavoidable and serious incidents including, in particular, labour disputes, unrest, government action, fire or destruction of the business premises, both Eimermacher and the Supplier will be released from their duty to receive or accept a delivery, or to fulfil their delivery/performance duty for the duration of the circumstances behind the force majeure. However, Eimermacher and the Supplier will only be released from their respective duties subject to the proviso that the contractual partner affected by the force majeure event informs the other contractual partner immediately after the event behind the force majeure occurs and specifies the expected duration of the impediment to its obligations/duties. Eimermacher may also appoint third parties to execute the affected deliveries or services in the period during which the force majeure is occurring and a reasonable period thereafter (alternative procurement). In the above scenario, the Supplier agrees to cooperate to the necessary extent by providing data and the required tools, for example. If the force majeure situation prevails for longer than 4 months, Eimermacher will be entitled to cancel the contract without undue delay.

5 Performance, delivery, transfer of risk, shipment

- 5.1 Without prior written permission from Eimermacher, the Supplier is not permitted to appoint third parties to perform the services it owes (e.g. subcontractors). In the absence of any agreements to the contrary for individual cases such as stock limitations, the Supplier bears the procurement risk for its services.
- 5.2 Unless otherwise agreed, deliveries take place DDP (delivery address specified by Eimermacher in the purchase order) in accordance with INCOTERMS 2020. The place of performance for the Supplier's deliveries or services is the delivery address stated in the purchase order. If the delivery address is not specified, the place of performance is the registered office of Eimermacher. The same applies for subsequent performance.
- 5.3 A delivery note must be provided with each delivery stating the product name specified in Eimermacher's purchase order along with the order and product numbers. A certificate of conformity or certificate of analysis must likewise be provided with each order. For deliveries of raw materials, a certificate of analysis must be enclosed for each batch. Suppliers of raw materials and pharmaceutical packaging are required to keep a sample for each batch delivered on behalf of Eimermacher.
- 5.4 Incoming goods requirements can be found on Eimermacher's homepage at www.eimermacher.de
- 5.5 The Supplier must ensure its goods are properly packaged, sent and adequately insured in accordance with all pertinent packaging and shipment provisions. The Supplier can be held liable for all damage caused to Eimermacher due to improper or inadequate packaging, shipment or insurance of the goods.
- 5.6 Any additional costs incurred by Eimermacher due to a failure of the Supplier to comply with the above provisions are to be borne by the Supplier.
- 5.7 Irrespective of the agreed prices, the risk for the goods transfers to Eimermacher upon delivery, not including installation or assembly, with the handover of the goods at the delivery address specified by Eimermacher or upon delivery, including installation or assembly, upon complete acceptance of the goods.

6 Compliance, human rights, environment, sustainability, ethics

- 6.1 The Supplier is responsible for ensuring that the products it delivers satisfy all relevant requirements for market placement in the European Union and the European Economic Area in particular. Conformity with the above requirements must be verified to Eimermacher on request with the submission of corresponding documents.
- 6.2 The Supplier must comply with the statutory provisions to which it is subject in relation to the contractual relationship. This particularly concerns anti-corruption and money laundering laws along with antitrust, human rights, labour and climate protection regulations.
- 6.3 The Supplier agrees to uphold human rights and environmental duties specified by Eimermacher and to likewise subject its suppliers to the same obligations along its supply chain. In particular, the Supplier commits to preventing or mitigating human rights or environmental risks and to cease any violations of human rights and environmental obligations.
- 6.4 The Supplier agrees to hold internal training on compliance with human rights and environmental requirements in order to adhere to its contractual duties stipulated in Section 6.3 When requested to do so by Eimermacher, the Supplier agrees to participate in corresponding training organised by Eimermacher.
- 6.5 After giving reasonable notice, Eimermacher is entitled to conduct audits to ensure the Supplier is upholding its obligations in line with Sections 6.3 and 6.4 itself and/or has appointed qualified authorities third parties, hereinafter referred to as Auditors, to do so. The Supplier agrees to provide Eimermacher and/or the Auditor with all relevant data, documents and other information in written, oral and/or electronic form on request in relation to the above clause. Eimermacher will take efforts to ensure that the audit causes at little disruption to the Supplier's business operations as possible.
- 6.6 If Eimermacher and/or the Supplier become aware of a violation of human rights or an environmental obligation by the Supplier and/or one of its subcontractors, or in the event that a corresponding violation is imminent, the Supplier will establish and introduce suitable countermeasures and/or demand its subcontractors establish and introduce corresponding measures to prevent, end and minimise the impact of the violation.
- 6.7 If the Supplier is unable to put an end to the violation of human rights or an environmental obligation in the near future, the Supplier must draft and implement a plan together with Eimermacher to end the violation, including a specific timetable, without undue delay at Eimermacher's request. If it can be expected that the Supplier will not be able to meet the requirements set out in the plan, Eimermacher reserves the right to temporarily suspend the business relationship until the Supplier puts an end to the violation.
- 6.8 Eimermacher is entitled to cancel the contract without notice if (i) the violation of human rights or an environmental obligation is assessed as severe, (ii) the implementation of the measures established in the plan governed by Section 6.6 has not rectified the situation after the end of the timetable agreed in the plan, or (iii) Eimermacher has no other gentler means at its disposal and increasing its influence appears to be fruitless.
- 6.9 The Supplier agrees to indemnify Eimermacher in full if Eimermacher incurs costs, losses and/or expenses due to a violation by the Supplier of the obligations set out in Section 6. The Supplier will also cover reasonable costs incurred by Eimermacher for legal defence in this regard.

7 Import and export regulations, customs

- 7.1 Imported goods must be delivered duty paid. The Supplier must provide the declarations and information required in line with Regulation (EC) No 1207/2001 at its own expense, permit inspections by the customs authorities and provide any necessary official confirmations.
- 7.2 Furthermore, the Supplier must inform Eimermacher in writing of any authorisation requirements for (re-)exports in line with German and European export control law and customs reg-

ulations in the goods' country of origin. The Supplier must provide all declarations and information requested, permit inspections by the customs authorities and provide any necessary official confirmations or other documents requirements for the import customs clearance of the goods at its own expense. Any delays due to missing or inadequate declarations information or documents from the Supplier are to be borne by the Supplier.

8 Warranty

- 8.1 Eimermacher is not subject to any requirements to inspect the goods or enquire about any defects upon conclusion of the contract. In partial deviation from Section 442(1)(2) BGB, Eimermacher is therefore entitled to claim for defects without limitation, even if it was unaware of the defect at the time the contract was concluded due to gross negligence.
- 8.2 The statutory provisions of Sections 377 and 381 HGB apply as follows for the commercial inspection and notification duties: Eimermacher's duty to inspect goods is limited to defects which become apparent during the incoming goods inspection with a visual check of the goods, including the delivery documents (e.g. transport damage, incorrect or short delivery), or which are detected during its quality control through random sampling. If acceptance of the goods has been agreed, Eimermacher is not required to inspect the goods. As a general rule, it primarily depends on the extent to which an inspection is feasible in the ordinary course of business in light of the circumstances of the case at hand. Eimermacher's duty to give notice of defects detected at a later date shall remain unaffected by the above. Without prejudice to Eimermacher's duty to inspect the goods, a complaint (notice of defect) shall be deemed to have been made without undue delay and in good time if it is sent within 10 working days after detection or, in the event of clearly visible defects, of delivery.
- 8.3 Eimermacher can demand subsequent performance from the Supplier, namely rectification of a defect, delivery of a non-defective item or delivery of a new product, at its own discretion. In the event of subsequent performance, Eimermacher is entitled to demand the Supplier covers the shipment costs required for subsequent performance along with any installation and removal costs, in particular.
- 8.4 If the Supplier fails to start with subsequent performance immediately after Eimermacher's request for subsequent performance, in urgent cases, Eimermacher reserves the right to carry out subsequent performance itself at the Supplier's expense or appoint a third party for this purpose, especially if this is to avert imminent danger or avoid major damage.
- 8.5 The limitation period begins afresh at the point in time at which the Supplier fully settles Eimermacher's claims for subsequent performance in relation to repaired parts of the delivery or the delivery of new products.
- 8.6 In the case of a material defect or defect of title, Eimermacher otherwise reserves the right to reduce the purchase price or to cancel the contract in accordance with the pertinent statutory provisions. Eimermacher will also be entitled to seek compensation to damages and expenses incurred in line with statutory provisions.

9 Supplier recourse

- 9.1 In addition to claims for defects, Eimermacher reserves the right to assert statutory claims for the reimbursement of expenses and recourse within a supply chain (supplier recourse in accordance with Sections 478, 445a, 445b and 445c, 327(5), 327u BGB) without restriction. In particular, Eimermacher is entitled to seek precisely the nature of subsequent performance (rectification or replacement delivery) from the Supplier that Eimermacher owes its customer in each individual case. Eimermacher's right to choose in accordance with Section 439(1) BGB is not limited by the above clause.
- 9.2 Before Eimermacher acknowledges or satisfies a claim for defects asserted by its customer (including the reimbursement of expenses in accordance with Sections 445a(1), 439(2), (3), (6)(2),

475(4) BGB), Eimermacher must notify the Supplier and request a written statement clarifying the matter at hand. If a substantiated statement is not provided by the Supplier within a reasonable grace period and no amicable solution is reached, the claim for defects granted by Eimermacher will be considered owed to the customer. In this scenario, the Supplier bears responsibility for providing evidence to the contrary.

- 9.3 Eimermacher's claims arising from supplier regress likewise apply if the defective goods have been combined with another project or otherwise processed by Eimermacher, its customer or a third party.

10 Product liability

- 10.1 If the Supplier is responsible for product damage, it hereby indemnifies Eimermacher against claims asserted by third parties to that extent that the grounds for the damage are within its sphere of influence and organisation and it can be held liable in relation to third parties.
- 10.2 Within the scope of its duty of indemnification, the Supplier must reimburse expenses arising from or in relation to claims asserted by third parties, including product recalls carried out by Eimermacher, in accordance with Sections 683 and 670 BGB. Eimermacher will notify the Supplier of the nature and extent of product recall measures and, where possible and reasonable, permit the Supplier to make a statement. Other statutory claims remain unaffected by these provisions.
- 10.3 The Supplier must take out and maintain product liability insurance with a minimum of EUR 5 million coverage for personal injuries and property damage. At Eimermacher's request, the Supplier must provide evidence of the corresponding policy.

11 Means of production, industrial property rights

- 11.1 Any material provided by Eimermacher remains the property of Eimermacher and is to be stored separately from other goods by the Supplier free of charge with the care of a prudent businessman and labelled as the property of Eimermacher. Materials provided may only be used for the execution of orders placed by Eimermacher. The Supplier is liable for any damage or impairment of the materials provided.
- 11.2 If the goods subject to retention of title by Eimermacher are processed or transformed into new movable goods by the Supplier, Eimermacher is considered the manufacturer. If the goods are combined or irrevocably mixed with other goods, Eimermacher will acquire co-ownership of the new item created in the ratio of the goods subject to retention of title to the other goods at the time of the combination or mixing. If a combination or mixing is carried out in such a way that the Supplier's new item is regarded as the integral item, the Supplier shall transfer co-ownership to Eimermacher on a pro-rata basis free of charge.
- 11.3 Models, moulds, templates, samples, tools, other materials, documents and information provided by Eimermacher to the Supplier, or in the creation or production of which Eimermacher has made a significant contribution of at least 50% of the costs, may only be used by the Supplier to process the respective quote and execute the ordered delivery/service. The Supplier agrees to carefully store the above items and safeguard them from third-party access. Any use of the above items for the Supplier's own purposes or to deliveries and/or services performed on behalf of third parties is only permitted with prior written permission from Eimermacher. All materials mentioned in this section, including any copies or duplicates, must be returned to Eimermacher unprompted without undue delay after the completion of the enquiry or execution of the ordered service.
- 11.4 The Supplier must inspect all materials provided by Eimermacher immediately upon receipt and during use for their identity, quantity deviations or discernible defects where possible in the ordinary course of business and notify us immediately of any deviations uncovered during the inspection of thereafter prior to processing. In the event that a defect is uncovered, the Supplier must await our further instructions. Notifications of defects must be submitted in writing where possible.

11.5 Ownership of the delivered goods transfers to Eimermacher at the latest upon full payment, irrespective of statutory ownership. Prolongations or extension to the retention of title are not permitted. The Supplier hereby grants Eimermacher the right to further process and use the delivered goods and services, even if Eimermacher has not yet paid the full amount of remuneration owed.

12 Industrial property rights

12.1 The Supplier assures that the delivery and use of the contractual goods and/or manufactured items does not infringe any third-party rights, in particular copyrights. In the event that the contractual items are found to infringe third-party industrial property rights, Eimermacher is prohibited from using the corresponding item in whole or in part. At its discretion, the Supplier will either obtain the right for Eimermacher to use and/or exploit the item or develop the item free of industrial property rights. Any further claims on the part of Eimermacher are unaffected by the above clause.

12.2 In the event that claims are asserted against Eimermacher by a third party due to an infringement of industrial property rights, the Supplier must indemnify Eimermacher against the corresponding claims on first request. The Supplier's duty of indemnification also covers all expenses necessarily incurred by Eimermacher arising from or in relation to the enforcement of a claim by a third party.

13 Confidentiality

13.1 With regard to confidentiality, statutory provisions apply unless they are directly amended or expressly excluded in these Terms and Conditions of Purchase. Special non-disclosure agreements concluded between the Supplier and Eimermacher take priority over the terms on confidentiality in these Terms and Conditions of Purchase.

13.2 The Supplier agrees to handle all non-public information as confidential, in particular business and technical details received from Eimermacher in the course of the business relationship, regardless of whether they were shared in writing, electronically or orally (confidential information), and not to disclose it to third parties without express written consent from Eimermacher. Confidential information may also refer to information and documents that fail to meet the requirements of a trade secret pursuant to the German Law on the Protection of Trade Secrets [GeschGehG]. In cases where copying, editing, reproducing and/or obtaining confidential information to which it has been granted access by Eimermacher from Eimermacher by observing, examining, deconstructing or testing a product or item (reverse engineering) is not urgently required to execute an order, the Supplier is not permitted to undertake any of the above actions without first obtaining written permission from Eimermacher.

13.3 Where permitted by law, the Supplier's subcontractors and employees must also be bound to the above provisions from Section 13.2, including after the end of the contractual relationship or their departure from the company.

13.4 The Supplier may only advertise its business relationship with Eimermacher after first obtaining written permission from Eimermacher. This applies in particular for the inclusion of the Eimermacher name on lists of testimonials.

13.5 The duty of confidentiality does not cover information that is verifiably

- a) previously known by the Supplier at the time of disclosure or acknowledgement, or
- b) in the public domain or has become public knowledge without any violation of the terms of Section 13, or
- c) established independently by the Supplier, or
- d) approved for disclosure by Eimermacher with written permission, or
- e) legally obtained by the Supplier without violating a duty of confidentiality, or
- f) subject to mandatory disclosure to third parties by the Supplier on the basis of legal requirements.

13.6 Eimermacher reserves the right to pass on information to its affiliates as per Section 15 et seq. AktG along with its contractors (particularly suppliers) and customers as well as their affiliates as per Section 15 et seq. AktG.

13.7 The confidentiality obligations laid out in Section 13 continue to apply after the end of the contract between the Supplier and Eimermacher until the corresponding confidential information becomes public knowledge without any violation of the above provisions.

14 General provisions, governing law, legal venue

14.1 In the event that individual clauses of these Terms and Conditions of Purchase are found to be unenforceable, this shall not affect the validity of the remaining provisions.

14.2 Acting in good faith, the contractual partners agree to replace the unenforceable provision with a term with the same economic effect without causing any significant changes to the content of the contract.

14.3 If the Supplier is a trader as defined in the German Commercial Code, a legal entity under public law or a special fund under public law, the sole legal venue for all disputes indirectly or directly arising from the contractual relationship, including international disputes, is the registered office of the Eimermacher company with which the contract was concluded. However, Eimermacher is also entitled to bring legal action against the Supplier at its general legal venue.

14.4 These Terms and Conditions of Purchase and the entire legal relationship between the parties are governed by the laws of the Federal Republic of Germany.