

General Terms and Conditions for Sales and Delivery (GTC)

I. Scope of application

These GTC apply exclusively to all sales and deliveries of **Bela-Pharm GmbH & Co.KG** (hereinafter "seller") with companies, legal entities and special estates under public law who are acting in accordance with their commercial or self-employed professional activities when concluding a contract. The purchaser of Bela-Pharm products in terms of these GTC will hereinafter be referred to as the "purchaser". Alternative, contrary or deviating conditions and/or general terms and conditions or other restrictions of the purchaser are not accepted. Neither will they become a part of the contract if reference is made to these in an order, unless the seller has expressly agreed to application of these in writing. The GTC shall also apply to any future transactions with purchaser, provided that these are of the same legal nature.

II. Offer and conclusion of contract

1. The offers of the seller are non-obligatory and non-binding. The contract is only concluded when accepted by the seller (order confirmation or delivery). The seller reserves the right to specify minimum order amounts as a condition for concluding a contract.

III. Prices and payments

1. Applicable are the sales price at the time of delivery plus applicable statutory value added tax.

2. The prices specified by the seller are net prices ex works plus statutory value added tax. The seller reserves selection of the most economic shipping method. If the purchaser requests a specific shipping method, such express or urgent delivery, express courier, air freight, refrigerated transport etc. from us, we will invoice the additional costs plus statutory VAT.

3. The seller will ship in return for cash on delivery or on account, invoice payable within 8 days of receipt of the goods without deductions. All payments are only considered as having been made once the seller has access to the paid amount. If the purchaser fails to pay when the price is due, annual interest at the statutory rate above the base rate is payable on the outstanding amounts from the day after the due day. No separate warning has to be sent. The seller reserves the right to claim higher interest rates and additional damage compensation in case of default. If the purchaser is in default, the seller is not obliged to perform any further services.

The seller reserves the right to send a paperless invoice to the purchaser. The purchaser is obliged to communicate the details necessary for this purpose to the seller. On request of the purchaser, a paper invoice can be sent. The seller will invoice the resulting additional costs of the seller of EUR 2.00 plus VAT to the purchaser.

4. The purchaser may not exercise any rights of retention and may not demand set-off against any compensation claims other than claims based on defects of the delivered items, unless the claim is undisputed or determined by a court or is based on the same contract.

5. In the event of doubts concerning the purchaser's ability to pay, the seller may demand advance payments or collaterals and may cancel any payment targets that were granted.

IV. Quality of the goods, technical advice, use and processing

1. The quality of the goods is generally only specified in the seller's description thereof in the product descriptions, specifications, and labels. Public comments, endorsements or advertisements do not constitute a description of the quality of the purchased item.

2. Any verbal, written or practical support of the seller regarding the use of the product is provided to the best of the seller's knowledge but shall only be a non-binding recommendation, also in regard to any third-party property rights, and does not exempt the purchaser from conducting their own checks as to whether the supplied products are suitable for the intended processes and purposes. Application, use and processing of the products take place outside the sphere of control of the seller and therefore are the exclusive responsibility of the purchaser.

V. Delivery and transfer of risk

1. The products are shipped ex work (EXW, in accordance with INCOTERMS 2020) unless agreed otherwise.

2. If delivery was agreed, the goods are delivered at the risk of the purchaser. The purchaser is free to arrange for transport insurance.

3. The seller has the right to provide partial deliveries. If the seller provides a partial delivery they have decided on, the seller shall bear any resulting additional shipping costs.

4. By dispatching the order to the purchaser or by handing it over to the transport company, the risk of accidental loss or deterioration of the products is transferred to the purchaser. The risk is transferred upon notification of readiness for dispatch by the seller already if shipping cannot be delayed for reasons attributable to the sphere of influence of the purchaser. Any additional costs of extended storage after the risk was transferred shall be borne by the purchaser.

5. The place of performance is the place of business of the seller.

6. Any delivery dates specified by the seller are generally non-binding, unless they were confirmed as "binding" by the seller in writing. If a binding delivery date was agreed, the delivery is shipped on time if dispatched on the agreed date.

7. The precondition for compliance with any agreed delivery periods is the timely and due compliance with the obligations of the purchaser. This especially includes the submission of necessary documents (such as permits) and, if an advance payment was agreed, receipt of this payment by the seller.

8. The delivery is subject to the condition that the seller receives the correct self-delivery in time. If the seller does not receive the delivery in time, despite having concluded a hedging transaction and without being responsible for the non-delivery, the seller has the right to withdraw from the contract. In case of a belated or incorrect delivery, the seller agrees to notify the purchaser immediately of the non-availability of the product and, if necessary, to reimburse any counter performance the purchaser has made until that point without delay.

If the delivery date is not complied with for reasons the seller is responsible for, the purchaser has to set an appropriate grace period for the seller in writing, which should not be shorter than four weeks. This does not apply if no grace period has to be set in exceptional cases.

9. If the purchaser delays acceptance or fails to cooperate, the risk of accidental loss or deterioration of the goods will be transferred to the purchaser at the time such delay occurs. The seller has the right to demand reimbursement for any damage so caused, plus reimbursement for any additional costs incurred.

VI. Force majeure/obstacles for delivery

Force majeure of any kind; unforeseen interruptions to operations, traffic or shipping; fire damage; flooding; unforeseeable shortages of labour, energy, raw materials or auxiliaries; industrial action; lockouts; public orders; existing or arising pandemics/epidemics or other obstacles the party obliged to provide a service is not responsible for and that delay or prevent the manufacture, shipping or acceptance or use or which render any such unreasonable shall release that party from the delivery or acceptance obligations for the time and to the extent of the interruption. This also applies if any of the aforementioned events occur at a sub-supplier/supplier. If the disruption causes the delivery and/or acceptance to be delayed by more than eight weeks, both parties may withdraw from the contract. If the sources of the seller become partially or fully unavailable, the seller is not required to purchase from other suppliers instead. In this event, the seller has the right to distribute the available stock under consideration of the seller's own needs.

VII. Data retention

Notice pursuant to Art. 13 GDPR: When arranging and concluding the contract, the seller collects personal data from the purchaser. These data will be used to negotiate and execute the contract. For further information, please see the privacy policy under www.bela-pharm.com.

VIII. Warranty, material defects

1. Claims of the purchaser based on material defects require the purchaser to have complied with their obligation to immediately check the product and report defects pursuant to section 377 German Commercial Code (HGB). The purchaser has to report obvious defects to the seller in writing within 8 days of having received the products. Timeliness is proven via the post stamp on the complaint letter.

2. The seller does not accept liability for a reduced quality or efficacy of a product beyond the limits permitted by law if the purchaser does not store the products correctly or if the purchaser stores them for longer than indicated by the shelf life limit.

3. If a defect is reported in time which reduces or restricts the value or usability of the product to a not only minor degree, the seller may initially, at their choice, select supplementary performance in the form of either replacement delivery or subsequent improvement of the products that were delivered.

4. If subsequent improvement is unsuccessful or if the seller refuses such, the purchaser may reduce the purchase price or may withdraw from the individual contract in question. The right to demand compensation for damages remains reserved.

5. Claims based on material defects become time-barred one year after delivery of the products, provided that the delivery of defective products does not constitute a deliberate violation of duty.

6. No warranty provisions apply if the purchaser, without the permission of the seller, modifies the goods or has them modified by third parties.

7. The purchaser is obliged to report any recourse claims occurring in the supply chain to the seller immediately after these became known to the purchaser.

IX. Liability

1. The seller is only liable in accordance with legal provisions and for damage caused by intentional or grossly negligent actions of the seller or their vicarious agents. This does not apply to the violation of essential contractual duties. In the event of a violation of essential contractual duties, liability is limited to the damage typical for the type of contract in question that was foreseeable at the time the contract was concluded or, at the latest, when the violation of duty occurred.

2. Claims for damage compensation under Product Liability Law, the Medicinal Products Act and claims resulting from injury to life, limb or health remain unaffected.

3. The liability of the seller for minor negligence is limited to a compensation for material damage and any resulting subsequent financial losses up to an amount of EUR 100,000.00 per damage event, even in case of a violation of essential contractual duties. Furthermore, a liability for indirect damage and subsequent damage is excluded in cases of minor negligence.

4. The seller is not liable for damage caused by improper treatment or use of the supplied products.

5. Insofar as the seller provides technical information or advice, and if such information is not part of the contractually agreed performance that the seller owes, such information and advice is provided free of charge and under exclusion of any liability.

X. Retention of title

1. The purchaser has the right to resell the products that are subject to retention of title in the course of normal business operations, this permission may be revoked. Already when concluding this contract, the purchaser assigns to the seller the purchaser's claims arising from such resale of the products that are subject to retention of title to the amount of the invoice amount agreed with the seller, including value added tax. The seller hereby accepts the assignments. The purchaser remains entitled to collect the claims, also after assigning these to the seller. This does not affect the right of the seller to collect the claims themselves. The seller agrees, provided that the purchaser complies with its payment obligations and, especially, for as long as no request to open insolvency proceedings is filed, to not report the assignment of the claim the third-party debtor and to not collect the claims.

2. The processing or transformation of the products that are subject to retention of title by the purchaser is always done on behalf of the seller. If the products that are subject to retention of title are processed together with other items not owned by the seller, the seller shall, as a result of such processing or transformation, acquire ownership of the new items in proportion of the value of the products that are subject to retention of title compared to the other processed items at the time of processing or transformation. In addition to the above, the items created through processing or transformation are subject to the same provisions as the products that are subject to retention of title.

3. If the products that are subject to retention of title are inseparably combined or mixed with other items not owned by the seller, the seller shall acquire ownership of the new items in proportion of the value of

the products that are subject to retention of title compared to the other combined or mixed items at the time of combination or mixing. If the main component of the compound or mixture is an item that is owned by the purchaser, it is agreed that the purchaser will transfer proportional co-ownership rights to the seller. The purchaser safeguards the sole or co-ownership rights of the seller on behalf of the seller.

4. On demand of the purchaser, the seller will release the collaterals they are entitled to insofar as the value of the collaterals exceeds the value of the secured and unpaid claims by more than 10%.

XI. Resale

The goods/products and technical know-how supplied by the seller may only be sold, supplied or used in the country of delivery/destination country. The seller does not guarantee that any resale of the goods/products into other countries does not violate any of the legal regulations applicable in such third country. Furthermore, the seller does not guarantee that no industrial property rights of third parties will be violated in such third countries.

Any re-export - individually or when integrated into systems - may require permits under the export regulations of the Federal Republic of Germany. The purchaser is the only party responsible for compliance with all applicable regulations and for obtaining permits. Furthermore, the seller does not guarantee that no industrial property rights of third parties will be violated in such third countries.

XII. Applicable law, place of jurisdiction, compliance

1. The contractual relationship is exclusively governed by the laws of the Federal Republic of Germany under exclusion of the CISG provisions.

2. If the purchaser has his business address or domicile within the European Union or the European Economic Area at the time the order is placed, the place of jurisdiction for any and all disputes between the parties is 49377 Vechta, Germany. This also applies if the purchaser does not have a general place of jurisdiction in Germany or if their domicile or habitual residence is unknown at the time action is brought. The seller has the right to bring action at the place of jurisdiction of the purchaser.

If the purchaser has his business address or domicile outside the European Union or the European Economic Area at the time the order is placed, all disputes shall be bindingly resolved in accordance with the arbitration rules of the German Arbitration Institute (DIS) under exclusion of ordinary legal proceedings. The arbitration board consists of three arbitrators. The place of arbitration is Hamburg, Germany. The language of the proceedings shall be English. Applicable law in the matter is German law under exclusion of the CISG provisions. The arbitration court may not publish the result of the arbitration proceedings.

3. In addition to these GTC, the purchaser has to comply with any and all applicable local, national, and international laws, regulations and industrial codes addressing public procurement, conflicts of interest, corruption or bribery, and the purchaser will continue to do so in the future, including all laws passed in implementation on the OECD agreement on combating corruption.

XIII. Final provisions

If individual provisions of the contract concluded with the purchaser, including these General Terms and Conditions, are or become fully or partially void, this shall not affect the validity of the remaining provisions. The fully or partially void regulation shall be replaced by that regulation that comes as close as possible to the economic goal pursued with the void regulation. Under no circumstances shall the provision of these General Terms and Conditions in question be replaced by the general terms and conditions of the purchaser.

Bela-Pharm GmbH & Co.KG
Löhner-Str. 19
49377 Vechta, Germany