

## **General terms and conditions (GTCs) for services and works**

### **I. Scope of application**

These GTCs apply exclusively to any services provided by **Bela-Pharm GmbH & Co.KG** (hereinafter the "service provider") in form of services or work for 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 customer of Bela-Pharm GmbH & Co. KG in terms of these GTCs will hereinafter be referred to as the "customer". Alternative, contrary or deviating conditions and/or general terms and conditions or other restrictions of the customer are not accepted. Neither will they become a part of the contract if reference is made to these in a written document, unless the service provider has expressly agreed to application of these in writing. The GTCs shall also apply to any future transactions with customer, provided that these are of the same legal nature.

### **II. Contractual object, right of use**

1. The service provider provides his services exclusively based on the contract concluded with the customer and based on these GTCs. The service that is to be provided is described in detail in the contract. The service provider agrees to provide the service owed in accordance with the principles of proper professional conduct.

2. With payment of the agreed remuneration in full, the customer acquires an in regard to geographical scope and time unrestricted right to use the service provided by the service provider for internal use as compatible with the contractually agreed purpose.

### **III. Employees, subcontractors, right to issue instructions, hour sheet**

1. The employees for providing the service are selected by the service provider. The customer is only entitled to have the service provided by a specific employee of the service provider if this was expressly agreed in the contract. Naming a project manager or a contact partner in the written offer of the service provider does not meet that requirement.

2. The service provider has the right to commission subcontractors to provide the agreed service.

3. The customer has no right to issue instructions to the employees and subcontractors employed by the service provider.

### **IV. Cooperation obligations of the customer**

1. The customer will submit all documents and items required for providing the service owed to the service provider in good time, will provide the service provider with all necessary information and will notify the service provider of all factual matters associated with the order. This also applies to documents and factual matters that only become known while the service provider is already providing the service.

2. The service provider may demand the customer to confirm accuracy and completeness of the documents submitted by him (the customer) as well as of his information and verbal declarations in writing.

3. Where required for providing the service owed, the customer will grant the service provider and the service provider's subcontractors access to the customer's premises and service rooms and will make the necessary technical infrastructure available free of charge.

4. If the customer violates a cooperation obligation, the customer shall be liable for any consequences such as additional expenditure or delays and shall reimburse the service provider for any resulting damage. During such periods, the service provider is exempt from the obligations under the contract and these GTCs.

### **V. Confidentiality**

1. The service provider and the customer will only utilise any personal or subject-related information of the respective other, company secrets or other business matters that they become aware of while the service is provided to the customer in accordance with the contract concluded with the customer. Both the service provider and the customer require the prior permission of the customer or the service provider respectively to pass such information on or to disclose it. The service provider and the customer also agree to keep such information confidential beyond the end of the contract for as long as no written permission to disclose the information was granted.

2. The service provider will store all business documents the customer makes available for the provision of the service owed in due form and will ensure that these cannot be accessed by third parties. The service provider will personally ensure that any and all written documents and any material associated with the business of the customer that are in the service provider's possession remain under lock and key.

3. The service provider will oblige their employees and any of their subcontractors to confidentiality in accordance with clauses 1 and 2 above.

### **VI. Remuneration, delay of payment, exceeding the cost estimate**

1. The remuneration is specified in the contract that is concluded. All prices are given excluding statutory VAT. The service provider invoices the payable remuneration to the customer. The customer has to pay the invoice without deductions within the time limit specified in the invoice.

2. In case of delay of payment, the service provider has the right to charge interest of 8% above the respective applicable base rate, unless the customer can prove that the service provider actually only incurred a lower damage. Section 288 clause 4 German Civil Code (BGB) applies. In case of default on payment or reasonable doubts regarding the customer's ability to pay, the service provider has the right to demand advance payment for services not yet provided, to cancel any payment deadlines set, and to demand acceleration of any claims under the business relationship. The obligation of the service provider to provide a service is suspended for as long as the customer delays payment. The customer who is delaying payment has to reimburse any and all dunning, collection, and information costs to the service provider. The customer only has a right to set-off or retention in regard to any counterclaims the service provider does not dispute or that were determined by a court or if the counterclaim arises from the same legal transaction.

3. If the service provider discovers, during execution of the contract, that the amount set out in a cost estimate for the provision of the service will be exceeded, the service provider will notify the customer hereof immediately, provided that the amount set out in the cost estimate is exceeded by more than 10%. If that is the case, the service provider shall obtain the permission of the customer. Any amounts exceeding the cost estimate by more than 10% shall be paid by the customer.

#### **VII. Travel costs, compensation for travel time**

1. In addition to the claim to remuneration as set out in section 7, the service provider is entitled to reimbursement of the necessary and proven travel costs they incur when providing their services as agreed in the contract.

2. Travel time shall be reimbursed in accordance with the applicable hourly or daily rates.

#### **VIII. Contract term**

1. The contract term is specified in the contract in question.

2. Amongst others, the contract can be terminated without notice by either party to the contract in accordance with section VI(3) if the customer refuses permission for a not strictly necessary and unreasonable increase of the aforementioned amount by more than 10% of the cost estimate.

#### **IX. Liability**

1. All information is provided and all offers made according to the best of our knowledge, but they are always non-binding and not subject to any guarantees.

2. No liability is accepted for any consequences of delays, missing or incorrect information, modifications of the object of the order, the factual situation, and for the circumstances for which the service provider is not responsible.

3. The service provider does not accept any liability for the success pursued with the provision of the service.

4. The service provider does not accept liability in case of minor negligence, especially not in case of errors occurring during inspection or measurement or transmission, provided that these do not constitute a violation of essential contractual duties. In this case, the obligation of the service provider to reimburse material damage and resulting further pecuniary losses is limited to contract-typical damage and to an amount equal to the order value.

5. The service provider is liable for grossly negligent or intentional conduct or for damage caused by injury to life, limb or health, in case of a violation of essential duties or if liability cannot be excluded under product liability law.

#### **X. 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 any sub-supplier/supplier. If the disruption causes the service to be delayed by more than eight weeks, both parties may withdraw from the contract.

#### **XI. Data retention**

Notice pursuant to Art. 13 GDPR: When arranging and concluding the contract, the service provider collects personal data from the customer. These data will be used to negotiate and execute the contract. For further information, please see the privacy policy under [www.bela-pharm.com](http://www.bela-pharm.com).

#### **XII. Applicable law, place of jurisdiction**

1. The applicable law is the law of the Federal Republic of Germany under exclusion of the CISG provisions.

2. If the customer 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 customer 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 service provider has the right to bring action at the place of jurisdiction of the purchaser.

If the customer 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 GTCs, the customer 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 contact concluded with the customer, 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 customer.

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