**General Terms and Conditions of Sale and Delivery of S.B. Pharma**

**Preamble**

We deliver to entrepreneurs as defined in Section 14 BGB (Bürgerliches Gesetzbuch [German Civil Code]), legal entities under public law, and special funds under public law on the following Terms and Conditions of Sale and Delivery only. Different, conflicting, or additional GTCs stipulated by the customer do not form part of the contract, even if S.B. PHARMA GMBH is aware of them unless S.B. PHARMA GMBH expressly agrees in writing that they apply. The version of these GTCs applicable on the date of the contract’s conclusion is authoritative.

**1. Offer and acceptance**

Our offers are non-binding. Orders are only binding for us if and to the extent that we have confirmed them in writing or begun to execute them. Verbal agreements, assurances, and guarantees given by our employees – except for executive bodies, authorized signatories, and chief representatives – relating to the conclusion of the contract only become effective when confirmed in writing by us.

**2. Purchase price and payment**

a) Prices quoted are exclusive of any value-added tax (VAT) owed.

b) The purchase price is payable net cash when due. Payment periods begin on the invoice date.

c) If the due date is exceeded, we may charge interest at a rate of 5 percentage points above the base rate.

d) In the event of default, we charge default interest at a rate of 9 percentage points above the base rate, as well as a fixed sum of €40.00. We reserve the right to claim for further damage.

e) A special written agreement is required to deduct discounts.

f) If public levies that affect import or sale (e.g. taxes or customs duties) are increased or introduced between the date on which the contract is concluded and the date of delivery, we have the right to adjust the purchase price accordingly. Proof of these costs will be provided to the customer upon request.

g) In the event of reasonable doubt in the customer’s solvency, especially in the event of arrears, we have the right to revoke the payment terms granted and require advance payment or securities for further deliveries. Furthermore, we may suspend or refuse to make further deliveries – not just under the relevant contract, but also under others – and require immediate cash payment for all deliveries.

h) The agreed trade terms apply as in the version of the INCOTERMS® published by the International Chamber of Commerce at the time of the contract’s conclusion.

**3. Delivery**

a) The agreed delivery periods and dates are always approximate unless a specific deadline is explicitly agreed as such in writing.

b) We have the right to make part-deliveries in partial quantities that are reasonable to the customer in trade, and the customer is obligated to make corresponding part payments.

c) Delivery periods will be extended appropriately if we are prevented from fulfilling our obligations through no fault of our own. Delays considered to be through no fault of our own are those due to untimely delivery to us ourselves by our own suppliers, exceedance of the usual shipping times, force majeure, strikes, lockouts, official intervention, hindrances to operations through no fault of our own (e.g. by fire, water or mechanical damage) and all other hindrances not culpably caused by us when considered objectively. We will inform our customers of such delays immediately. Both parties will only be granted a right of withdrawal in this case when the delay has lasted for more than six months.

**4. Retention of title**

a) The goods delivered shall remain our property until all of our payment claims (excluding secondary claims, damages claims, and claims arising from cheques and bills of exchange) arising from the business relationship have been satisfied in full.

b) As long as the customer fulfills their obligations towards us properly, they will be authorized to continue using the retained goods in the usual course of business, provided that their claims from the resale of the goods are passed on to us in accordance with e).

c) If the customer does not fulfill their payment obligations, even after the setting of a grace period, we have the right to demand the surrender of the retained goods without setting a further grace period and without notice of withdrawal.

d) Any handling or processing of the retained goods is done for us, without binding us. We are deemed to be the manufacturer and acquire ownership of the intermediary and end products proportionate to the invoice value of our retained goods relative to the invoice values of third-party goods; in this respect, the customer safeguards these for us in trust and without charge. The same applies in the event of a combination or intermixture of retained goods with third-party goods.

e) The customer hereby assigns to us, as security for all of our claims, those claims against third parties acquired through the resale of the retained goods. If the customer sells goods of which we have proportionate ownership in accordance with d), they shall assign to us the claims against third parties in the corresponding partial amount. If the customer uses the retained goods under a contract for work and services or a similar contract, they shall assign the corresponding claim to us.

f) The customer is authorized to collect claims from further use of the retained goods in the ordinary course of business. If we learn of facts that indicate a significant deterioration ofthe customer’s financial situation, the customer must, at our request, notify their customers of the assignment, abstain from any disposals of the claims, give us all necessary information on the status of the goods we own and the claims assigned to us, and hand over the documents to assert the assigned claims. We are to be notified immediately of any access by third parties to the retained goods and the assigned claims.

g) If the value of the securities pledged to us exceeds the total claim against the customer by more than 50%, we will, at the customer’s request, release excess securities of our choice.

**5. Liability for material defects**

a) The guaranteed internal and external features of the goods are determined by the agreed specifications or, in the absence of such, by our product descriptions, labels, and specifications or, in the absence of such, by practice and commercial custom. References to standards and similar regulations, information on safety data sheets, information on the usability of goods and statements in advertising materials are no assurances or guarantees, nor are they declarations of conformity.

b) If we advise the customer verbally, in writing or by performing tests, this advice is given to the best of our knowledge but without liability on our part, and does not exempt the customer from performing their own tests on the goods delivered to check their suitability for the intended processes and purposes.

c) The samples provided by us, as well as our technical and chemical data, are only intended to provide a general description of the goods. They do not constitute any assurance of the features of the goods or any guarantee of the goods’ quality and durability, and do not exempt the customer from inspecting each individual delivery.

d) Legal provisions such as Section 377 HGB (Handelsgesetzbuch [German Commercial Code]) apply for the inspection of the goods and the reporting of defects, with the proviso that the customer must inform us of goods defects in writing. If the goods are delivered in packages, the customer must also examine the labelling of each individual package to check that it corresponds with the order.

e) The customer must inspect the goods immediately upon receipt and report any material defects, misdeliveries or quantity discrepancies immediately, but within 7 working days of receipt at the latest. In the event of part-deliveries, this obligation on the part of the customer relates to each individual partial quantity.

f) In order to be valid, notices of defects must be given in writing and include a specific account of the individual defects being contested. The rejected goods must be left in the delivery containers at the premises so that we can verify the legitimacy of the claims.

g) Promptly before beginning to process the goods, the customer must clarify whether the goods delivered are suitable for the customer’s own intended purpose, particularly for further processing. The goods delivered are considered to have been accepted as per agreement by the customer when handling, processing, intermixing, or combining the goods with other goods is begun. Damage claims are subsequently excluded.

h) The customer must report hidden defects in writing immediately following discovery, butwithin the limitation period stipulated in section 6 (c) at the latest.

i) In the event of legitimate, timely defect claims, we may rectify the defect or deliver a defect-free object (supplementary performance), at our discretion. In the event of the failure of or refusal to accept the supplementary performance, the customer shall be entitled to the statutory rights. If the defect is minor and/or if the goods have already been sold, processed, or altered, the customer shall only be entitled to the right to reduce the purchase price.

j) Further claims are excluded in accordance with section 6. In particular, this applies to compensation claims for damage that is not inflicted on the goods themselves (consequential damages).

**6. General limitation of liability und statute of limitations**

a) In the event of the breach of contractual and non-contractual obligations, particularly on the grounds of impracticality, default, fault during contract conclusion and unlawful conduct, we are only liable in cases of intent and gross negligence, limited to the typical contractual damage foreseeable when concluding the contract, including for our executive employees and other auxiliary agents. Our liability is otherwise excluded, including for defects and consequential damages.

b) These limitations shall not apply to the culpable breach of essential contractual obligations insofar as reaching the purpose of the agreement is endangered, in cases of mandatory liability according to the German Product Liability Act (Produkthaftungsgesetz), fatalities, physical injuries or damage to health, and also not when, and to the extent that, we have fraudulently concealed the defects of the goods or guaranteed freedom from such defects. Regulations on the burden of proof shall remain unaffected by this.

c) Unless otherwise agreed, contractual claims against us to which the customer is entitled because of and in connection with the delivery of the goods and our other services shall expire one year after delivery of the goods. Our liability on the grounds of intentional and grossly negligent breaches of obligation and fatalities, physical injuries and damage to health that we are guilty of causing remains unaffected by this.

d) We cannot guarantee that the product is free from patents or other third-party property rights outside Germany.

**7. Final provisions**

a) The place of jurisdiction is Bonn.

b) The law of the Federal Republic of Germany shall apply, to the exclusion of the applicable version of the UN Sales Convention (United Nations Convention on Contracts for the International Sale of Goods (CISG) of 11 April 1980).

c) Should any of the individual clauses above be or become invalid, they shall be replaced by provisions that most closely reflect the commercial purpose of the contract, while reasonably protecting the interests of both sides.

d) All agreements, appropriations, amendments or additions relating to the contractsconcluded between the parties, as well as termination thereof, are required in writing. This shall also apply to the revocation of this written form requirement itself. Where individual declarations are required in writing in these GTCs, text format (fax or email) meets this requirement.

Bonn, 01.01.2024