

# Purchasing Conditions of Bionorica SE

## 1. Field of Application

- (1) These purchasing conditions apply to all business transactions of the firm Bionorica SE with our suppliers. They also apply to all future offers, deliveries and other services, even if they are not agreed separately once more.
- (2) The terms and conditions of business of our suppliers or third parties shall not apply, even if we do not separately object to their application in an individual case. Even if we refer to a document containing the terms and conditions of business of the supplier or a third party, or which refers to such conditions, this shall not be deemed to be our agreement to the validity of such terms and conditions of business. The confirmation or execution of our order is deemed to be acceptance of these purchasing conditions

## 2. Orders

- (1) Our orders are binding if they are placed in writing or have been confirmed by us in writing. Insofar as our orders do not expressly state an alternative binding period, we are bound by them for a period of one week beginning from the date of the respective order. The determining factor for punctual acceptance is the time of receipt of the declaration of acceptance by us.
- (2) We are entitled at all times to change the time and location of the delivery by means of written notification with a period of notice of at least 14 days before the agreed delivery date. This also applies to changes to product specifications insofar as these can be implemented by the supplier without unreasonable additional outlay, although in such cases the notification period according to the above sentence is at least 28 days. We shall reimburse all reasonable costs incurred by the supplier as a result of the change upon the provision of appropriate evidence. The supplier shall notify us of the additional costs that are to be expected within a period of 5 workdays from the date of our amendment notification and shall only carry out the changes if we do not submit an objection to the additional costs within a period of a further 3 workdays.
- (3) Deviations from the content of our order and subsequent changes to the contract shall only be deemed to have been agreed if we have expressly confirmed them in writing.

## 3. Prices, Terms of Payment, Invoice Details

- (1) The price shown in the order is binding. Unless otherwise agreed in writing, the price stated in the order includes the cost of packaging, delivery and transport to the delivery address stated in the order.
- (2) Insofar as in exceptional circumstances it is agreed that the agreed price does not include the packaging and the remuneration for the packaging is not expressly stated, this shall be charged at the net cost price, evidence of which is to be provided.
- (3) Unless otherwise expressly agreed in writing we shall effect payment within a period of 30 days of delivery of the goods and receipt of the invoice with a discount of 3%, or within 60 days net.
- (4) In all acceptances of our orders, order confirmations, delivery documents and invoices, as well as all other correspondence associated with the order, our order number, the date of our order, the article no., delivered quantity and delivery address are to be stated. Insofar as one or more of these details are missing and this results in a delay in processing the order by us, the payment period referred to in paragraph (3) shall be extended accordingly.
- (5) In the case of payment arrears we shall be liable for default interest to the level of five percentage points above the base lending rate according to §247 of the German Civil Code.

## 4. Delivery Period and Delivery, Transfer of Risk, Retentions of Title

- (1) The delivery periods and deadlines stated in our order are binding. They begin on the date of our order and are to be understood to include the date of receipt at the delivery address. Premature deliveries, deliveries outside the goods acceptance times stated by us, as well as part and multiple deliveries, are only permitted with our agreement. Additional expenses incurred as a result of such deliveries shall be refunded by the supplier. The supplier shall notify us without delay upon becoming aware of delays to delivery. Part and residual deliveries are to be designated as such.
- (2) In the case of delays to delivery we shall have a full and unrestricted right to the claims stipulated by law, including the right of withdrawal and a claim for damages instead of the service after an appropriate period of grace has elapsed without success.
- (3) In the case of delays to delivery and the submission of a prior written warning we are entitled to demand from the supplier a contractual penalty amounting to 0.5% - and not more than 5% - of the respective order value.

(4) Insofar as it is agreed in exceptional cases that we are to bear the freight charges, the supplier shall select the means of transport stipulated by us, or where no means of transport is specified the least expensive method of transport and delivery for us.

(5) The risk is only transferred to us - even where shipment has been agreed - when the goods have been handed over to us at the agreed delivery address.

(6) The supplier's retentions of title shall only apply insofar as they refer to our payment obligation for the respective product to which the supplier's retention of title refers. Extended or prolonged retentions of title are not permitted.

## 5. Warranty; Product Liability

- (1) In the case of defects we shall have an unrestricted right to assert the claims stipulated by law. Contrary to statutory specifications, the warranty period shall be 36 months.
- (2) For defects which cannot be readily detected during our incoming goods inspection the supplier renounces the right to the defense of late notification of defects (§377 of the German Commercial Code).
- (3) Insofar as individual random samples of a consignment are defective, we may assert claims for defects of quality against the entire consignment. In urgent cases we are entitled - after consultation with the supplier and at the supplier's expense - to rectify the defects ourselves or have them rectified, irrespective of any of the claims.
- (4) Acceptance of the goods, processing, payments and repeat orders cannot be interpreted as approval of the delivery or the renunciation of defect claims.
- (5) The supplier shall be responsible for all claims asserted on the part of third parties due to personal injury and/or property damage which result from a faulty product of the supplier, and in this respect hereby exempts us from all claims by these third parties. Insofar as we are obliged to carry out a product recall due to a fault in a product supplied by the supplier, the supplier shall refund to us all of the costs associated with the product recall.

## 6. Spare Parts

Suppliers of machines, vehicles and other objects requiring spare parts shall stock spare parts for the products supplied to us for a period of at least 10 years from the date of delivery of the product, and shall supply such spare parts to us as necessary.

## 7. Industrial Property Rights of Third Parties

- (1) The supplier warrants that no rights of third parties within the Federal Republic of Germany are infringed in connection with or as a result of his delivery.
- (2) If a third party asserts corresponding claims against us, the suppliers is obliged to indemnify us from and against these claims on first written demand.
- (3) If the third party asserts claims for compensation, the supplier reserves the right to prove that he is not responsible for the infringement of third-party rights. We are not entitled - without the supplier's consent - to enter into any agreements, in particular to effect a settlement, with the third party.
- (4) The supplier's obligation to indemnify shall cover all expenses that are necessarily incurred by us as a result of or in connection with the claims asserted by a third party, unless the supplier proves that he is not responsible for the breach of duty underlying the infringement of property rights.
- (5) The limitation period for these claims shall be three years from the transfer of risk.

## 8. Retention of Title; Provisions; Tools; Confidentiality

- (1) Insofar as we provide the supplier with parts, we retain the title to them. Any processing or transformation by the supplier shall be carried out for us. If our goods subject to retention of title are processed with other items not belonging to us, we shall acquire co-ownership of the new item in proportion of the value of our item (purchase price plus VAT) to the other processed items at the time of processing.
- (2) If the item provided by us is inseparably intermixed with other items not belonging to us, we shall acquire co-ownership of the new item in proportion of the value of the item subject to retention of title (purchase price plus VAT) to the other intermixed items at the time of intermixture. If the intermixture is carried out in such a way that the supplier's item is to be regarded as the main item, it is deemed agreed that the supplier shall transfer co-ownership to us proportionately in the amount of the value of the item provided; the supplier shall keep the sole or joint ownership in safe custody for us.
- (3) We retain the title to tools; the supplier is obliged to use the tools exclusively for manufacturing the goods ordered by us. The supplier

is further obliged to insure the tools to which we hold the title at replacement value against damage caused by fire, water and theft at his own expense. At the same time, the supplier hereby assigns to us all compensation claims arising from this insurance; we hereby accept the assignment. The supplier is obliged to carry out any necessary maintenance and inspection work on our tools as well as all servicing and repair work at his own expense in a timely manner. He shall notify us of any malfunctions without delay; if he culpably fails to do so, claims for compensation shall remain unaffected.

(4) Insofar as the security rights to which we are entitled pursuant to Sec. 8 (1) and/or (2) exceed the purchase price of all our goods subject to retention of title not yet paid for by more than 10%, we are obliged to release the security rights at our discretion at the supplier's request.

(5) The supplier is obliged to keep all illustrations, drawings, calculations, and other documents and information received strictly confidential. They may only be disclosed to third parties with our express consent. The confidentiality obligation shall also continue to apply after execution of this contract. However, it shall expire if and to the extent that the production know-how contained in the illustrations, drawings, calculations, and other documents provided has become generally known or is demonstrated to have already been known to the supplier at the time of disclosure within the meaning of sentence 1 above.

#### **9. Compliance with Laws and Non-Legal Standards, Bionorica's Standards/Guidelines**

(1) The supplier undertakes to comply with national and international standards of fair trade as well as all relevant environmental and social standards. These are listed at [www.bionorica.de](http://www.bionorica.de). These include in particular the minimum standards laid down in Bionorica's Code of Conduct, which are acknowledged by the supplier as the basis of the contract.

(2) The supplier also undertakes to comply with all laws, statutory regulations and other national and international rules that may apply to the provision of the supplier's services, especially to comply with general minimum wage (German Minimum Wage Law – MiLoG) provisions. The supplier fully releases Bionorica from any liability arising from a breach when first so requested (e.g. § 13 MiLoG and §§ 14 AentG).

(3) The supplier undertakes to observe and comply with the behavioral and safety guidelines applicable at the site of Bionorica SE. The persons sent by the supplier to the site of Bionorica SE to perform work are obliged to read and to oblige to the training documents provided by Bionorica in advance and, if required, attend a corresponding on-site training session before starting work.

#### **10. Place of Performance, Place of Jurisdiction, Applicable Law**

(1) The place of performance for supplies and services is the delivery address specified by us, or our registered office in cases of doubt or where no delivery address is specified. The place of performance for payment is our registered office.

(2) The place of jurisdiction for all disputes is Neumarkt. We also have the right to assert claims at the supplier's location.

(3) The legal relationships between us and the supplier are subject to the law of the Federal Republic of Germany to the exclusion of the provisions of uniform laws on the international sale of goods.

**Status as of May 2<sup>nd</sup> , 2022**