



I. General Provisions, Scope of Application

1. These General Terms and Conditions of Purchase, Sale and Service ("**Aristo GTC**") shall apply to all offers, order confirmations and contracts for the purchase or sale of goods and/or the provision of services (collectively the "**Services**") in business transactions between ARISTO Pharma GmbH, Wallenroder Straße 8-10, 13435 Berlin, Germany, the companies affiliated with ARISTO within the meaning of § 15 German Stock Corporation Act (AktG) or their respective legal successors¹ (collectively "**ARISTO**") and merchants as well as entrepreneurs within the meaning of § 14 of the German Civil Code (BGB), legal entities under public law or a special fund under public law ("**Contractual Partners**") within the framework of purchase contracts, contracts for work, service or other contracts (collectively the "**Contracts**").
2. For Contracts of ARISTO with the Contractual Partner and individual offers and order confirmations, the Aristo GTC in their current version shall apply exclusively. The Aristo GTC shall apply within the framework of ongoing business relations between ARISTO and the Contractual Partner even if they are not expressly agreed between the parties.
3. The validity of any general terms and conditions of the Contractual Partner that are contrary to or deviate from the Aristo GTC are contradicted, unless ARISTO has expressly agreed to their validity in text form. The Aristo GTC shall also apply if ARISTO performs or accepts a Service without reservation in the knowledge that the general terms and conditions of the Contractual Partner contradict or deviate from these Aristo GTC.
4. The respective current version of the Aristo GTC is available at www.aristo-pharma.de and www.aristo-contract-services.com or can be requested by the Contractual Partner from ARISTO by email at info@aristo-pharma.de.

II. Conclusion of Contract, Contents of Contract, Deviations

1. Conclusion of Contract, Contents of Contract

- 1.1. A contract is concluded through an offer and order confirmation.
- 1.2. The Contractual Partner shall make a binding offer to ARISTO for the purchase or provision of Services.
- 1.3. ARISTO shall be bound by its own offers for 14 (fourteen) calendar days.
- 1.4. Offers made by ARISTO are subject to confirmation; prior sale is reserved.

- 1.5. A contract shall not be concluded until ARISTO has confirmed the order in written form. The type, scope and times of performance shall be conclusively determined by ARISTO's order confirmation together with any attachments. Telefax, email or comparable electronic text forms shall also suffice to comply with the written form pursuant to **Section II. 1.5. sentence 1** of the Aristo GTC.

- 1.6. Deliveries within the European Union shall only be made to companies, which have a valid VAT identification number.

2. Deviations from the Contents of the Contract

- 2.1. The Contractual Partner is not entitled to make changes to the Services without the prior consent of ARISTO.
- 2.2. ARISTO may, within the scope of what is reasonable, require the Contractual Partner to make changes and additions to the type and execution of the Services. The effects of the changes on delivery dates as well as additional and reduced costs shall be mutually agreed between the parties.
- 2.3. ARISTO shall be entitled to make changes to the Services even without the prior consent of the Contractual Partner if this does not impair the usability of the Services.
- 2.4. ARISTO shall be entitled to effect partial Services/deliveries to the extent being reasonable for the Contractual Partner.

III. Provision of Services by ARISTO

The following provisions in **Sections III. 1. - 9.** of the Aristo GTC shall apply to the provision of all Services by ARISTO:

1. Times of Performance, Dates and Deadlines

- 1.1. Times of performance, dates and deadlines for the provision of Services shall only be binding for ARISTO if they are marked as binding in text form in the order confirmations.
- 1.2. However, times of performance, dates and periods shall not commence before the provision of any necessary official certificates or approvals as well as the fulfilment of all contractual and cooperation obligations by the Contractual Partner and/or the payment of any down payment owed by the Contractual Partner.
- 1.3. The performance of the Services is subject to correct and timely self-delivery, unless the incorrect or delayed self-delivery is caused by the fault of ARISTO.
- 1.4. In the event of force majeure or other hindrances beyond the reasonable control of ARISTO, e.g. strikes,



- lockouts, government bans, war, energy and transport difficulties as well as operational disruptions, etc., the deadlines shall be extended and the dates postponed in accordance with their effects. The same applies to a deadline set by the Contractual Partner for the performance of a Service, in particular for extension periods in accordance with §§ 281 para. 1, 323 para.1 BGB. This extension of the deadline shall also apply if ARISTO is already in default with the performance of a Service. ARISTO shall notify the Contractual Partner of such delays as early as possible, indicating the expected start and end date.
- 1.5. If ARISTO is in default with the performance of the contract with regard to individual Services for reasons for which ARISTO is responsible and which are not named in **Section III. 1.4.** of the Aristo GTC, the damage caused by ARISTO's default to be proven shall be limited to 0.5 per cent of the part of the price attributable to the delayed part of the Service for each full week of default, but to a maximum of 5 per cent of the part of the price attributable to the delayed part of the Service. ARISTO reserves the right to prove that the Contractual Partner has suffered no or less damage caused by the default in the individual case. Further claims of the Contractual Partner due to default are excluded.
- 1.6. If the performance of a Service is delayed at the request or instigation of the Contractual Partner, ARISTO shall be entitled to invoice the Contractual Partner for the costs incurred as a result of the delay, but at least 0.5 % of the invoice amount of the delayed Service for each month of the delay after notification of ARISTO's readiness to perform. Irrespective of this, ARISTO is entitled, after setting and fruitless expiry of a reasonable period of time, to render its Services elsewhere and to perform the Services vis-à-vis the Contractual Partner with correspondingly extended periods. If ARISTO makes use of its right to perform the Services elsewhere, ARISTO shall be entitled to claim damages from the Contractual Partner for loss of revenue and costs incurred.
- ## 2. Delivery and Collection
- 2.1. In the case of carrying out a delivery, the Contractual Partner shall inform ARISTO of the place of delivery and the place of unloading and shall provide proof of this to ARISTO upon request. Changes to the agreed place of delivery require the prior consent of ARISTO in text form.
- 2.2. The Contractual Partner shall be obliged to ensure that the unloading point can be accessed and left safely and unhindered upon delivery.
- 2.3. Upon delivery of ARISTO's goods (the "**Aristo Goods**"), the Contractual Partner shall ensure that the unloading point is operational and receptive without waiting times and without risk and that an authorized person is available at the unloading point to receive the delivery documents, to sign the delivery note and, if necessary, to unload.
- 2.4. Any violation of the obligation according to **Section III. 2.2.** and **2.3.** of the Aristo GTC leads to a default in acceptance by the Contractual Partner and entitles ARISTO to handle the delivery at its own discretion at the expense and risk of the Contractual Partner. In particular, ARISTO shall be entitled to refrain from the delivery of Aristo Goods, which have been carried to the place of unloading in vain, to dispose of them and to charge the costs for freight, waiting time, storage and maintenance or disposal to the Contractual Partner.
- 2.5. When the Contractual Partner collects the Aristo Goods, the Contractual Partner shall observe the respective loading times of ARISTO.
- 2.6. When collecting the Aristo Goods, the Contractual Partner shall ensure that the person collecting the Aristo Goods loads and secures the Aristo Goods in accordance with the relevant statutory provisions. In relation to ARISTO the Contractual Partner is solely responsible for load security when collecting Aristo Goods and shall indemnify ARISTO from any liability. This also applies if ARISTO's employees act as auxiliary persons within the scope of duties of the Contractual Partner during loading.
- ## 3. Packaging Containers and Packagings
- 3.1. If the Contractual Partner provides packaging for the performance of the Services of ARISTO, which are the property or organisational responsibility of the Contractual Partner, the Contractual Partner must ensure that the packaging is available for ARISTO free of charge, in sufficient quantity and in accordance with the quality requirements of the Contractual Partner at the place of performance of the Services in good time before the upcoming dates of performance of the Services.
- 3.2. Additional costs incurred in the event of non-compliance with the obligation to provide packaging in a proper and timely manner in accordance with **Section III. 3.1.** of the Aristo GTC above are to be financially compensated in full by the Contractual Partner to ARISTO.
- 3.3. Packaging of ARISTO will not be taken back. The Contractual Partner is responsible for the disposal of packaging at its own expense.



4. Retention of Title

4.1. Formation, Scope, Maintenance, Treatment, Insurance

- 4.1.1. All Aristo Goods shall remain the property of ARISTO until complete settlement of all claims, including future and conditional claims, to which ARISTO is entitled against the Contractual Partner - irrespective of the legal basis.
- 4.1.2. The Contractual Partner must treat the Aristo Goods delivered under retention of title (collectively the "**Reserved Goods**") with care until the transfer of ownership.
- 4.1.3. The Contractual Partner must adequately insure the Reserved Goods against fire, water and theft at its own expense at replacement value.
- 4.1.4. If the Contractual Partner is in breach of contract - in particular if it is in default of payment - ARISTO shall be entitled to demand the return of the Reserved Goods in accordance with § 985 BGB ("**Demand for Return**") and to withdraw from the contract after ARISTO has set a reasonable deadline for performance. The Contractual Partner shall bear the transport costs incurred for the repossession. The Demand for Return does not constitute a withdrawal from the contract, which may be declared separately. It also shall not be deemed a withdrawal from the contract if ARISTO seizes the Reserved Goods. ARISTO shall be entitled to dispose of any goods subject to retention of title taken back by ARISTO. The proceeds of the realisation shall be offset against the amounts owed by the Contractual Partner to ARISTO after ARISTO has deducted an appropriate amount for the costs of the realisation.
- 4.1.5. The collection of individual claims in current accounts or the drawing of balances and the acknowledgement thereof shall not make void the retention of title.
- 4.1.6. The Contractual Partner shall be entitled to process or resell the Reserved Goods within the ordinary course of business.
- 4.1.7. To the extent the legal system of a country to which deliveries are to be made provides for special requirements as a prerequisite for the validity of the retention of title - in particular also vis-à-vis the creditors of the Contractual Partner - the Contractual Partner undertakes to take all necessary measures immediately at its own expense to ensure the legally effective formation of the retention of title and its maintenance until payment of all claims, including future and conditional claims, to which ARISTO is entitled against the Contractual Partner - for whatever legal reason.
- 4.1.8. If the law of a country to which the deliveries are to be made does not permit the effective agreement of a

retention of title, but allows ARISTO to reserve or have granted other rights to the Aristo-Goods, which serve to secure the outstanding claims, ARISTO shall be free to exercise all such rights. The Contractual Partner shall be obliged to cooperate in all measures, which ARISTO intends to take to protect its ownership rights or other rights to the Aristo Goods in order to secure the outstanding claims.

4.2. Processing, Blending, Mixing, Storage

- 4.2.1. If the delivered Aristo Goods are processed into new movable objects by the Contractual Partner, the processing shall be carried out for ARISTO without ARISTO being obliged hereby. The new objects become the property of ARISTO. In the event of processing together with goods not belonging to the Contractual Partner, ARISTO shall acquire co-ownership of the new objects in the proportion of the value of the Reserved Goods to the other goods at the time of processing. The value of the Reserved Goods of ARISTO is determined according to their list price, taking into account an appropriate second-hand discount. In all other respects, the same shall apply to the objects resulting from the processing as to the Reserved Goods.
- 4.2.2. The Contractual Partner is obliged to store the Reserved Goods separately from goods, which are the property of third parties or are Contractual Partner's own property (collectively the "**Third-Party Goods**"). If, contrary to this obligation, Reserved Goods are mixed or blended with other goods and if the Reserved Goods can no longer be separated from the Third-Party Goods, ARISTO shall become co-owner in accordance with the statutory provisions.
- 4.2.3. If the Contractual Partner acquires sole ownership or co-ownership through the blending, the Contractual Partner hereby assigns co-ownership to ARISTO – ARISTO accepting such assignment – in the ratio of the value of the Reserved Goods to the value of the Third-Party Goods at the time of the blending or mixing. The value of Aristo's Goods shall be determined according to their list price, taking into account a reasonable second-hand discount. In this case, the Contractual Partner shall store the goods owned or co-owned by ARISTO, which are also considered Reserved Goods, free of charge.

4.3. Sale

If Reserved Goods are sold by the Contractual Partner alone or together with other goods, the Contractual Partner hereby assigns to ARISTO the claims arising from the resale in the amount of the value of the Reserved Goods with all ancillary rights and ranks before the rest. ARISTO accepts the assignment. If the resold Reserved Goods are co-owned by ARISTO, the assignment of the claim shall comprise the amount

corresponding the Contractual Partner's pro-rata value in the co-ownership. The value of the goods shall be determined according to ARISTO's list price, taking into account an appropriate second-hand discount.

4.4. Claims Collection

- 4.4.1. ARISTO authorizes the Contractual Partner, subject to revocation, to collect the claims mentioned in the preceding paragraph (**Section III. 4.3.** of the Aristo GTC).
- 4.4.2. ARISTO shall not make use of its own right of collection as long as the Contractual Partner also meets its payment obligations vis-a-vis third parties.
- 4.4.3. At ARISTO's request, the Contractual Partner shall name the debtors of the assigned claims and notify them of the assignment. ARISTO is authorized to notify the debtors of the assignment itself.
- 4.4.4. If the Contractual Partner includes a claim assigned to ARISTO from the resale of goods into a current account relationship existing with its customer, the current account claim is assigned in full. After balancing has been effected, it shall be replaced by the acknowledged balance, which shall be deemed assigned up to the amount of the original claim.
- 4.4.5. The Contractual Partner shall only be entitled to assign the claims assigned to ARISTO to another party within the framework of so-called genuine factoring transactions ("*echtes Factoring*"). Such assignment shall only become effective if the factor/bank undertakes to pay the amount of the claim, reduced by the del credere, directly to ARISTO upon assignment of the claim.

4.5. Enforcement, Insolvency

- 4.5.1. The Contractual Partner shall inform ARISTO immediately of any enforcement measures taken by third parties against the Reserved Goods or assigned claims, handing over the documents necessary for the objection. In the event of suspension of payments, application for or opening of insolvency proceedings (this shall not affect any rights of the insolvency administrator determined by law) or judicial composition proceedings, the right to resell, use or install the Reserved Goods and the authorisation to collect the assigned claims shall lapse. In the event of legal proceedings based on cheques or bills of exchange ("*Scheck- oder Wechselprozess*"), the authorisation to collect shall also lapse. In these cases ARISTO shall be entitled to collect the Reserved Goods.
- 4.5.2. If the Contractual Partner has mixed or blended Reserved Goods with other goods, ARISTO shall be entitled, in agreement with the Contractual Partner, to separate out its Reserved Goods on the basis of the

invoice documents. Should the Contractual Partner not cooperate in this separation, ARISTO shall be entitled to carry it out alone with the assistance of an expert.

4.6. Excess Security

If the security to which ARISTO is entitled due to the assignment in advance exceeds the value of the secured claims by more than 10 % (ten percent), ARISTO shall insofar be obliged at the discretion of the Contractual Partner to reassign or release the assigned claims. The value of the secured claim of the Contractual Partner is determined by the realisable value of the secured claims.

5. Transfer of Risk

- 5.1. Unless otherwise agreed in text form, the Aristo Goods shall be shipped "ex works" (EXW Incoterms 2010) at the expense and risk of the Contractual Partner. The Contractual Partner shall notify the carrier of any damage and losses caused by transport in a timely manner in accordance with the statutory provisions. The same applies to the notification of delays.
- 5.2. Upon Contractual Partner's request in text form, ARISTO shall take out insurance against theft, breakage, transport, fire, water or other damage for the respective delivery; the costs incurred shall be borne by the Contractual Partner.
- 5.3. If the delivery is delayed due to circumstances for which the Contractual Partner is responsible, the risk shall pass to the Contractual Partner from the day of readiness for dispatch; however, in this case ARISTO shall be obliged to effect the insurance requested by the Contractual Partner at the latter's request and expense.
- 5.4. If the Aristo Goods are collected by the Contractual Partner or by third parties on its behalf, the risk shall pass to the Contractual Partner when the goods leave the loading equipment (e.g. pallet truck, forklift, loading conveyor etc.) at the collection location of ARISTO. The technical equipment of the vehicles used for collection must be suitable for transporting the Aristo Goods and must be adapted to the loading devices of the ARISTO collection location.

6. Quality, Usability and Safety of the Aristo Goods

- 6.1. To the knowledge of ARISTO, the Aristo Goods comply with the valid recognized rules of technology and science, statutory provisions, ordinances, safety regulations, customary safety standards and the agreed technical data at the time of their delivery or collection.
- 6.2. The Contractual Partner is solely responsible for the correct selection of the type and quantity of the Aristo Goods as well as for assessing the suitability of the ordered and delivered Aristo Goods. The Contractual

Partner is solely responsible for ensuring that the information and documents, including drawings and data sheets, transmitted to ARISTO with regard to the quality of the Aristo Goods are correct and correspond to the special requirement profile of the Contractual Partner. ARISTO does not assume any liability for the usability of the delivered Aristo Goods for the use intended by the contracting partner.

7. Prices, Method of Payment, Default of Payment

7.1. Prices

7.1.1. Unless the parties have agreed otherwise in text form, the prices of the ARISTO price list valid at the time of conclusion of the respective Contract shall apply. The prices shall be exclusive of the applicable statutory value-added tax, unless otherwise stated in the price list or in a separate agreement in text form.

7.1.2. The prices include packaging. From a minimum order value of EUR 100.00 (one hundred) there are no shipping costs, with the exception of express surcharges or cash on delivery fees to be borne by the Contractual Partner.

7.1.3. In the event of an increase in material or raw material prices, wages and salaries or production costs between the conclusion of the contract and the performance of the Services, ARISTO shall be entitled to increase the agreed prices in line with the increase, taking into account any reduction in the prices of other cost groups. Upon request, ARISTO will inform the Contractual Partner about the price-relevant factors and their concrete increase.

7.1.4. The value added tax will be indicated separately by ARISTO at the statutory rate on the day of invoicing.

7.1.5. Surcharges, special services and/or ancillary services shall be charged additionally in accordance with the ARISTO price list valid at the time the Contract is concluded.

7.2. Method of Payment

7.2.1. Unless the parties have agreed otherwise in text form, invoices shall be due for payment within 14 (fourteen) calendar days of receipt of the invoice by the Contractual Partner and performance of the Services.

7.2.2. The complete receipt of the invoiced amount on ARISTO's bank account is decisive for the observance of payment deadlines.

7.2.3. Discounts shall only be granted at the rates agreed on the date of invoicing if (i.) this has been agreed in text form, (ii.) all older due invoices have been settled, (iii.) there are no open liabilities from bills of exchange and (iv.) the Contractual Partner participates in the SEPA

Direct Debit scheme (SEPA Direct Debit B2B) upon issuing of a direct debit order. Discounts are not granted on payments by cheque or bills of exchange. A discount of 1.5 % will be granted when an authorisation for direct debiting ("Kontoeinzugsvollmacht") is granted.

7.2.4. ARISTO reserves the right to accept cheques and bills of exchange for each individual case. All payments shall not be deemed to have been made until they have been finally credited to ARISTO's bank account. Costs incurred by payment by cheques or bills of exchange, in particular discount costs, bill of exchange costs or stamp costs as well as bank charges, shall be borne in full by the Contractual Partner.

7.2.5. ARISTO reserves the right, in the event of non-compliance with the terms of payment as well as the discovery of circumstances which cast doubt on the creditworthiness of the contracting partner, to make any further performance of Services to the Contractual Partner dependent on the payment of outstanding purchase price claims or advance payment or appropriate security by the Contractual Partner. ARISTO may set the Contractual Partner a reasonable deadline for this purpose. After its fruitless expiration, ARISTO may refuse the performance of all outstanding Services and withdraw from all Contracts concluded with the Contractual Partner. The assertion of further rights of ARISTO shall remain unaffected. Contractual Partner's claims for damages are excluded in this respect.

7.3. Default of Payment

7.3.1. In the event of default of payment by the Contractual Partner, default interest shall be payable at the statutory rate. ARISTO reserves the right to claim higher damages.

7.3.2. The Contractual Partner shall be in default even without a reminder 9 (nine) calendar days after receipt of invoice by the Contractual Partner and performance of the service, unless a longer or shorter term of payment has been agreed in text form as an exception.

8. Set-off, Retention, Assignment

8.1. The Contractual Partner shall only be entitled to offset such counterclaims, which have been legally established, are undisputed or have been acknowledged by ARISTO.

8.2. In addition, the Contractual Partner is only entitled to a right of retention insofar as its counterclaim is based on the same contractual relationship.

8.3. ARISTO shall be permitted to offset its own claims.



- 8.4. Any assignment or pledging of rights and claims of the Contracting Partner against ARISTO requires the prior consent of ARISTO in text form.
- 9. Illustrations, Drawings, Samples, Documents etc.**
- ARISTO reserves all property rights and industrial property rights to illustrations, drawings, calculations and other documents; they must not be made accessible to third parties. Before passing them on to third parties, the Contractual Partner requires the express consent of ARISTO in text form.
- IV. Notice of Defects of the Contracting Partner, Warranty and Liability of ARISTO**
- The following provisions pursuant to **Sections IV. 1. to 5.** of the Aristo GTC shall apply to the provision of Services by ARISTO:
- 1. Notification of Defects by the Contractual Partner**
- The assertion of warranty rights by the Contractual Partner is subject to the Contractual Partners compliance with its obligation of inspection, notification and rejection under § 377 HGB (German Commercial Code). Noticeable quality and quantity deviations must be reported to ARISTO immediately in text form in accordance with § 377 HGB (German Commercial Code). The time of receipt of the notification by ARISTO is decisive.
- 2. Warranty of ARISTO**
- 2.1. Rejected Aristo Goods or Aristo Goods that are recognisable as defective may not be processed and/or used.
- 2.2. The product descriptions of ARISTO shall only be deemed to be indications of quality. Public statements and promotions do not constitute contract-relevant quality specifications.
- 2.3. The statutory provisions shall apply to the rights of the Contractual Partner in the event of material defects and legal deficiencies, provided notification of defects have been issued in due time and are justified, to the extent nothing to the contrary is stipulated below. In all cases, the statutory special provisions shall remain unaffected in cases of final delivery of the goods to a consumer (supplier regress pursuant to §§ 478, 479 BGB).
- 2.4. The basis of ARISTO's liability for defects is primarily the agreement reached on the quality of the goods. If the quality has not been agreed, it is to be judged according to the statutory provisions whether a defect is present or not (§ 434 para. 1 sentence 2 and 3 BGB). ARISTO accepts no liability for public statements made by third parties.
- 2.5. ARISTO's warranty obligation is limited to the rectification of a defect within a reasonable period of time.
- 2.6. The Contractual Partner expressly reserves the right to demand a reduction of the remuneration (price) or rescission from the contract in the event of failure to remedy the defect. Failure in the aforementioned sense shall be deemed to have occurred in particular if the rectification is impossible, if it is seriously and finally refused by ARISTO, if it is unreasonably delayed or if it cannot be reasonably expected of the Contractual Partner due to the accumulation of defects.
- 2.7. ARISTO shall be entitled to make the supplementary performance owed dependent on the Contractual Partner paying the price due. However, the Contractual Partner is entitled to retain a reasonable part of the price in proportion to the defect.
- 2.8. The Contractual Partner shall give ARISTO the time and opportunity necessary for the owed subsequent performance, in particular to hand over the rejected goods for inspection purposes. In the event of a replacement delivery, the Contractual Partner must return the defective items in accordance with the statutory provisions.
- 2.9. Claims of the Contractual Partner for damages or reimbursement of futile expenses, even in the case of defects, shall only exist in accordance with **Section IV. 4.** and shall otherwise be excluded.
- 3. Third Parties Intellectual Property Rights**
- 3.1. Unless expressly agreed otherwise in text form, ARISTO shall be obliged to deliver the Aristo Goods free of third party industrial property rights exclusively in the country of ARISTO.
- 3.2. If a third party asserts justified claims against the Contractual Partner due to the infringement of industrial property rights by Aristo Goods provided by ARISTO and used in accordance with the contract, ARISTO shall be liable to the Contractual Partner within the period specified in **Section IV. 5.1.** of the Aristo GTC as follows:
- 3.2.1. ARISTO shall, at its option and expense, either obtain a right of use for the Aristo Goods in question or modify the Aristo Goods in such a way that the property right is not infringed or replace the Aristo Goods. If this is not possible for ARISTO under reasonable conditions, the Contractual Partner shall be entitled to the statutory rights of rescission or reduction.
- 3.2.2. ARISTO's obligation to pay damages is governed by **Section IV. 4.** of the Aristo GTC.



3.2.3. The aforementioned obligations of ARISTO shall only apply, if the Contractual Partner immediately notifies ARISTO in writing of the claims asserted by the third party, does not acknowledge an infringement and all defensive measures and settlement negotiations are reserved for ARISTO. If the Contractual Partner stops using the delivered Aristo Goods for reasons of limitation of damages or other important reasons, Contractual Partner shall be obliged to point out to the third party that no acknowledgement of an infringement of property rights is associated with the cessation of use.

3.3. Claims of the Contractual Partner are excluded insofar as Contractual Partner is responsible for the infringement of property rights.

3.4. Claims of the Contractual Partner are also excluded, if the infringement of property rights is caused by special specifications of the Contractual Partner, by a usage not foreseeable by ARISTO or by the fact that the Aristo Goods are modified by the Contractual Partner or used together with products not supplied by ARISTO. In the event of infringements of industrial property rights, the provisions of **Section IV. 2.5.** of the Aristo GTC shall apply *mutatis mutandis* to the claims of the Contractual Partner regulated in **Section IV. 3.2.1.** of the Aristo GTC.

4. Liability of ARISTO

4.1. ARISTO shall only be liable for damage claims of the Contractual Partner arising from injury to life, limb or health or from the violation of essential contractual obligations (so-called "**Cardinal Obligations**", i.e. obligations the fulfilment of which is essential for the proper execution of the contract and on the observance of which the Contractual Partner may regularly rely) as well as for other damages based on an intentional or grossly negligent breach of duty by ARISTO, its legal representatives or vicarious agents.

4.2. Insofar as the damage is covered by an insurance policy taken out by the Contractual Partner for the damage in question, ARISTO shall only be liable for any associated disadvantages of the Contractual Partner, e.g. higher insurance premiums or interest rate disadvantages, until the damage has been settled by the insurance company.

4.3. Unless unlimited liability is prescribed by mandatory statutory provisions, ARISTO's liability shall be limited in terms of amount as follows: (i) in damage cases pursuant to the German Medicinal Products Act, to the sum of liability insurance prescribed by applicable law and (ii) in all other damage cases to the sum covered by ARISTO's existing insurance for this purpose, which shall be EUR 25,000,000.00 (twenty five million euro) for personal injuries and EUR 2,500,000.00 (two million five hundred thousand euro) for material damages. Unless a lesser liability has been agreed in individual

cases or is otherwise prescribed by law, the lower liability amount shall apply.

4.4. Besides that, any claims for damages on the part of the Contractual Partner, which arise directly or indirectly in connection with the object of sale and its delivery, irrespective of the legal basis, are excluded unless otherwise agreed above.

4.5. The limitations of this **Section IV. 4.** shall not apply to the liability of ARISTO due to intentional behaviour, gross negligence, for guaranteed quality properties, due to injury to life, body, health, under the Product Liability Act or any other mandatory statutory provision.

5. Limitation

5.1. Notwithstanding § 438 para. 1 no. 3 BGB, the general limitation period for claims arising from material defects and legal defects shall be one year from the start of the statutory limitation period.

5.2. Other special statutory provisions regarding the statute of limitations (in particular § 438 para. 1 no. 1, para. 3, §§ 444, 445b BGB) shall also remain unaffected.

5.3. The aforementioned limitation periods of the law on the sale of goods shall also apply to contractual and non-contractual claims for damages of the Contractual Partner which are based on a defect of the goods, unless the application of the regular statutory limitation period (§§ 195, 199 BGB) would lead to a shorter limitation period in individual cases. Claims for damages by the Contractual Partner pursuant to **Sections IV. 4.5. and 5.2.**, under the Product Liability Act or other mandatory statutory provisions shall, however, be time-barred exclusively in accordance with the statutory limitation periods.

V. Performance of Services by the Contractual Partner

The following provisions in accordance with **Sections V. 1. to 5.** of the Aristo GTC shall apply to the procurement of Services by the Contractual Partner by ARISTO:

1. Place of Performance

Unless expressly agreed otherwise in text form, Services shall (i.) be provided to ARISTO or the person designated by ARISTO in the order confirmation at the location of the address specified in the order confirmation (collectively the "**Place of Receipt**") or (ii.) in the case of deliveries, be delivered to the Place of Receipt and shall be accepted by the Place of Receipt at the times specified in the order confirmation.



2. Compliance, Hazardous Substances, Quality Assurance and Access to the Business Premises of the Place of Receipt

- 2.1. The Contractual Partner shall comply with the recognized rules of technology and science, legal regulations, ordinances, safety regulations, customary safety standards as well as the regulations and guidelines of authorities and the agreed technical data valid at the time of performance.
- 2.2. The Contractual Partner is obliged to mark the delivery items in accordance with the Hazardous Substances Ordinance and the relevant provisions of the European Union. ARISTO must only accept hazardous substances if the Contractual Partner submits a safety data sheet upon delivery, which complies with the relevant statutory provisions and ordinances.
- 2.3. If and to the extent the parties have not made any deviating agreement in text form, the following shall apply with regard to the quality assurance of the Contractual Partner's performance:
 - 2.3.1. The Contractual Partner shall establish, maintain, further develop and prove a quality management system (QMS) in accordance with the recognised rules.
 - 2.3.2. ARISTO shall have the right to inspect the quality management system of the Contractual Partner on-site in a reasonable manner (e.g. by carrying out audits).
 - 2.3.3. The Contractual Partner shall constantly check the quality of its Services. ARISTO and the Contractual Partner shall inform each other about the possibilities of quality improvement.
- 2.4. The Contractual Partner is obliged to inform itself about and comply with the locally applicable regulations, in particular safety regulations, when entering and driving on the premises of the Place of Receipt. In doing so, the Contractual Partner must comply with the instructions of the specialist personnel at the Place of Receipt.

3. Performance Periods, Deviations and Changes

- 3.1. The performance dates and deadlines stated in the respective order confirmation are legally binding. The time of performance of Services at the Place of Receipt shall be decisive for compliance with the performance dates and deadlines.
- 3.2. Any additional costs incurred as a result of accelerated performance of Services which has become necessary in order to comply with performance dates shall be borne by the Contractual Partner, unless it can be proven that ARISTO is responsible for the necessity of accelerated performance of Services.

- 3.3. The Contractual Partner is obliged to inform ARISTO immediately in text form if circumstances occur or become apparent to Contractual Partner from which it follows that the agreed performance period cannot be adhered to. The Contractual Partner shall inform ARISTO in text form of the reason for and the expected duration of the hindrance to performance.
- 3.4. If Services are rendered before the agreed performance date, ARISTO shall be entitled to refuse acceptance thereof.
- 3.5. Partial Services are only permitted on the basis of a separate agreement in text form.
- 3.6. ARISTO shall be free to change the agreed performance dates to the extent reasonable for the Contractual Partner, if this is necessary to ensure smooth operation in ARISTO's business.

4. Default, Rescission and Damages

- 4.1. If Services are not rendered on the agreed date, in particular if deliveries or partial deliveries are not received at the agreed Place of Receipt on the agreed date, ARISTO shall be entitled - without prejudice to other statutory claims - to rescind from the Contract in whole or in part after the unsuccessful expiry of a reasonable grace period and to claim damages instead of performance. If ARISTO claims damages, the Contractual Partner shall have the right to prove that it is not responsible for the breach of duty. If a fixed date has been agreed or if the setting of a grace period is dispensable by law for other reasons, ARISTO may exercise these rights immediately without setting a grace period.
- 4.2. In case of default of the Contractual Partner, ARISTO shall be entitled, without prejudice to the rights according to **Section V. 4.1.** of the Aristo GTC, to demand lump-sum damages for default in the amount of 1 % (one percent) of the remuneration for the service per completed week of default in delivery, but not more than 5 % (five percent) in total. Any further statutory claims shall remain unaffected. The Contractual Partner shall have the right to prove to ARISTO that no damage at all or less damage caused by default has been incurred. If ARISTO can prove that it has incurred a higher loss, it may demand compensation for such higher loss in addition to the rights under **Section V. 4.2. sentence 1** of the Aristo GTC.

5. Delivery, Dispatch and Collection of Goods of the Contractual Partner

In addition to **Sections V. 1. to 4.** of the Aristo GTC, the following provisions pursuant to **Sections V. 5.1. to 5.5.** of the Aristo GTC shall apply to the delivery, dispatch and collection of goods of the Contractual Partner (collectively the "**CP Goods**"):

5.1. Delivery, Dispatch and Collection

- 5.1.1. Delivery and dispatch of the CP Goods shall be at the expense and risk of the Contractual Partner. If, in individual cases, a deviating provision has been expressly agreed in text form, all deliveries shall be dispatched at the lowest possible cost, unless ARISTO expressly prescribes a specific mode of transport in text form.
- 5.1.2. The Contractual Partner shall be obliged to state the order number of ARISTO on its dispatch and delivery notes. If this is not provided, the Contractual Partner shall be liable for the consequences caused thereby, including delays in processing, unless Contractual Partner can prove not to be responsible for these consequences.
- 5.1.3. If it has been agreed in text form that ARISTO will collect the CP Goods, the Contractual Partner shall make the CP Goods available to ARISTO in good time, taking into account the usual times for loading and dispatch and shall inform ARISTO thereof in good time in text form.

5.2. Performance Periods, Deviations and Changes

- 5.2.1. If deliveries or partial deliveries of the CP Goods are made to the Place of Receipt before the agreed delivery date, ARISTO is entitled to refuse acceptance and, if necessary, to return them at the expense and risk of the Contractual Partner or to store them with third parties.
- 5.2.2. ARISTO is entitled to reject excess or short deliveries.
- 5.2.3. Delivered CP Goods that are defective or do not correspond to the respective order confirmation in other respects must be collected by the Contractual Partner from ARISTO at Contractual Partner's own expense. ARISTO is entitled to have such CP Goods delivered to the Contractual Partner freight collect.

5.3. Retention of Title of the Contractual Partner

- 5.3.1. The transfer of CP Goods to ARISTO shall take place without legal reservation.
- 5.3.2. If, however, ARISTO accepts in individual cases an offer of the Contractual Partner in text form in accordance with **Section II. 1.5.** of the Aristo GTC, conditional on the payment of the purchase price, the retention of title of the Contractual Partner shall expire at the latest with the payment of the purchase price for the delivered CP Goods. ARISTO shall remain authorized to resell the CP Goods in the ordinary course of business prior to payment of the purchase price with advance assignment of the claims arising therefrom. In addition, ARISTO is authorized to collect the claims arising from the resale of the CP Goods for the account of the Contractual Partner. However, all other forms of retention of title are excluded, in particular the extended

retention of title, the forwarded retention of title and the retention of title extended to further processing.

5.4. Prices, Taxes and Levies

- 5.4.1. Unless otherwise agreed in text form, the prices stated in the respective order confirmation are fixed prices and legally binding.
- 5.4.2. In the case of dispatch and delivery of CP Goods, the price shall be DDP (Incoterms 2010) location of the Place of Receipt including packaging.
- 5.4.3. The fixed prices stated in the order confirmation shall apply to the entire provision of Services. The Contractual Partner may not make any changes to the prices or levy any extra charges or surcharges without the express consent of ARISTO in text form.
- 5.4.4. The prices stated in the order confirmations are purely net and therefore do not include any statutory VAT. Any taxes and levies must be indicated separately by the Contractual Partner.

5.5. Invoices, Terms of Payment, Offsetting, Rights of Retention and Assignment

- 5.5.1. All invoices of the Contractual Partner shall be sent to the invoice address indicated in the order confirmation.
- 5.5.2. ARISTO shall only be obliged to process invoices of the Contractual Partner if the order number stated in the respective order confirmation is indicated.
- 5.5.3. The Contractual Partner shall be exclusively responsible for delays and other consequences arising in the event of non-compliance with the specifications for invoicing, unless it can prove that it is not responsible for them.
- 5.5.4. Unless otherwise agreed in textual form, ARISTO shall pay the Contractual Partner's prices within 60 (sixty) calendar days of receipt of the goods accompanied by the respective invoice. In any case, the periods do not begin before maturity of the demands of the Contractual Partner.

5.5.5. ARISTO shall be entitled to set-off and retention rights to the extent permitted by law.

5.5.6. The Contractual Partner may not assign claims against ARISTO without the prior consent of ARISTO in text form.

VI. Notification of Defects by ARISTO, Product Liability, Warranty and Liability of the Contractual Partner

The following provisions pursuant to **Sections VI. 1. to 5.** of the Aristo GTC shall apply to the provision of Services by the Contractual Partner:



1. Examination of the CP Goods and Notification

- 1.1. ARISTO shall be obliged to inspect the CP Goods received for any deviations in quality and quantity within a reasonable period of time, which is feasible in the ordinary course of business. The inspection is based on ARISTO's quality criteria. ARISTO meets its obligation to inspect, if ARISTO carries out the incoming goods inspection through an external inspection of the CP Goods including the delivery documents as well as through inspection of relevant meaningful random samples.
- 1.2. ARISTO shall notify the Contractual Partner of obvious defects in good time so that the notice of defects is received by the Contractual Partner within a period of 5 (five) business days. ARISTO shall notify the Contractual Partner of all other defects as soon as they are discovered in the ordinary course of business. Within the scope of the above **Section VI. 1.2. sentences 1 to 2** of the Aristo GTC, the Contractual Partner waives the objection of delayed notification of defects.

2. Warranty, Substitute Performance and Limitation

- 2.1. ARISTO shall be entitled without limitation to the statutory claims and rights, in particular warranty claims and rights, in the event of a defect in the performance of the Contractual Partner.
- 2.2. In particular, ARISTO shall be entitled, in the event of a defect, to demand from the Contractual Partner, at its discretion, either remedial action or a replacement delivery, irrespective of whether a purchase contract or a contract for work has been concluded, unless the Contractual Partner can prove that the selected type of subsequent performance would lead to unreasonable costs for the Contractual Partner. ARISTO expressly reserves the right to claim damages, in particular damages instead of performance.
- 2.3. In coordination with the Contractual Partner, ARISTO may remedy the defect itself or have it remedied by third parties at the expense of the Contractual Partner. The same applies if the Contractual Partner has not fulfilled its obligation to remedy the defect or to deliver a defect-free item within a reasonable period of time set by ARISTO for subsequent performance. If the subsequent performance by the Contractual Partner has failed or is unreasonable for ARISTO (e.g. due to endangerment of operational safety or imminent occurrence of disproportionately high damages), no deadline needs to be set before self-execution.
- 2.4. The limitation period for warranty claims is 36 (thirtysix) months, calculated from the time of transfer of risk. The limitation period shall be suspended for a period of 6 (six) months if ARISTO notifies the Contractual Partner of defects in text form.

3. Product Liability, Indemnity and Product Liability Insurance

- 3.1. In the event of product damage caused by the CP Goods, the Contractual Partner is obliged to indemnify ARISTO against claims for damages by third parties to the extent the cause has been set within Contractual Partner's sphere of control and organisation and Contractual Partner itself would be liable in the external relationship. For a compensation of damages between ARISTO and the Contractual Partner the principles of § 254 BGB shall apply *mutatis mutandis*.
- 3.2. The Contractual Partner undertakes to maintain a product liability insurance with a sum insured of at least EUR 10 million (ten million) per claim (personal injury/property damage) - lump sum. Further claims for damages by ARISTO shall remain unaffected by the existence of the insurance cover.
- 3.3. If the Contractual Partner becomes aware of accidents or other events, which are of significance for the product safety of the CP Goods delivered, Contractual Partner must inform ARISTO immediately and forward the documents available to him.

4. Third-Party Industrial Property Rights

- 4.1. The Contractual Partner warrants that the CP Goods delivered by Contractual Partner and the use thereof within the scope of the Contract do not infringe any industrial property rights or industrial property right applications of third parties.
- 4.2. If claims are made against ARISTO within the scope of the Contractual Partner's warranty due to the infringement of industrial property rights or applications for industrial property rights by third parties, the Contractual Partner shall indemnify ARISTO upon first request.
- 4.3. The indemnification obligation of the Contractual Partner includes all necessary expenses incurred to ARISTO from or in connection with the claim by the third party.
- 4.4. ARISTO shall not be entitled to acknowledge or conclude a settlement of the claims of third parties without the prior consent of the Contractual Partner, which may not however be refused or delayed without good reason.
- 4.5. ARISTO's claims under this warranty shall become time-barred 36 (thirtysix) months after transfer of risk.
- 4.6. The parties shall inform each other immediately of all risks of injury and alleged cases of injury that become known to them.



5. Liability of the Contractual Partner

- 5.1. The liability of the Contractual Partner shall be determined in accordance with the statutory provisions.
- 5.2. The limitation of ARISTO's claims for damages against the Contractual Partner shall be suspended for a period of 6 months by a notice of damage in text form.

VII. Miscellaneous

1. Confidentiality

- 1.1. The Contractual Partner shall be obliged to treat as strictly confidential all non-public commercial and technical details and business secrets, which become known to it in connection with an order confirmation or the execution of the Contract, as well as all illustrations, drawings, calculations and other documents and information which ARISTO makes available to the Contractual Partner in connection with an order confirmation or the execution of the Contract (collectively the "**Confidential Information**"). Confidential Information may only be made available, disclosed or otherwise made accessible to third parties if and to the extent that ARISTO has given its express prior consent in textual form.
- 1.2. The use, storage and/or reproduction of Confidential Information by the Contractual Partner is only permitted to the extent necessary for the proper execution of the Contract.
- 1.3. The Contractual Partner shall be obliged to return Confidential Information to ARISTO after execution of the contract or to destroy it at ARISTO's request and to provide evidence of destruction to ARISTO. This shall not apply to the extent Confidential Information has to be kept by Contractual Partner due to statutory storage obligations or is stored according to automated backup routines.

- 1.4. The confidentiality obligation shall also apply beyond the complete execution of the contractual relationship, but for a maximum period of five years after transmission of the last Confidential Information and complete fulfilment of the contractual relationship. Notwithstanding the foregoing, the confidentiality obligation shall expire, if and to the extent that Confidential Information has become generally known without breach of the confidentiality obligation by the Contractual Partner.

2. Place of Performance

Unless otherwise agreed in text form, the place of performance for the delivery of Aristo Goods shall be the place of transfer of risk and for all other rights, Services and obligations, Berlin.

3. Applicable Law

The legal relationship between ARISTO and the Contractual Partner shall be governed by the laws of the Federal Republic of Germany to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG) and the conflict of laws provisions.

4. Place of Jurisdiction

If the Contractual Partner is a merchant, a legal entity under public law or a special fund under public law, the courts locally competent for Berlin shall have exclusive jurisdiction for all contractual and related non-contractual disputes between the parties. This shall also apply if the Contractual Partner does not have its statutory office or its administrative office within the Federal Republic of Germany. ARISTO reserves the right to assert claims against the Contractual Partner at any other legal place of jurisdiction.

ⁱ The affiliated companies of ARISTO are:

1. Advance Pharma GmbH, Wallenroder Str. 12-14, 13435 Berlin, Germany
2. Aristo Pharma Vertriebs GmbH, Wallenroder Str. 8-10, 13435 Berlin, Germany
3. esparma GmbH, Bielefelder Str. 1, 39171 Sülzetal, Germany
4. esparma Pharma Services GmbH, Bielefelder Str. 1, 39171 Sülzetal, Germany
5. Pharma Wernigerode GmbH, Dornbergsweg 35, 38855 Wernigerode, Germany

6. Lindopharm GmbH, Neustraße 82, 40721 Hilden, Germany
7. Steiner & Co. Deutsche Arzneimittelgesellschaft mbH & Co. KG, Ostpreußendamm 72-74, 12207 Berlin, Germany
8. TALA Industriebeteiligung GmbH, c/o Steiner, Ostpreußendamm 72-74, 12207 Berlin, Germany
9. Seda Beteiligungs-und Verwaltungs-GmbH, Wallenroder Str. 8-10, 13435 Berlin, Germany
10. LABORATORIOS MEDICAMENTOS INTERNACIONALES, S.A., Calle Solana n° 26, 28850 Torrejón de Ardoz, Madrid, Spain