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### **§ 1 Scope of application**

1. The following terms and conditions of purchase are valid for Deutsches Medikamenten-Hilfswerk action medeor e.V. (hereinafter referred to as "Purchaser" in short).
2. The contract shall be entered into and performed on the basis of the Purchaser's Terms and Conditions of Purchase, the exclusive application of which is agreed between the parties to the contract. Any terms and conditions of the Supplier that conflict with or contradict the Purchaser's terms and conditions of purchase, shall only apply if the Purchaser agrees to their application in writing in each individual case. In particular, these shall not become part of the contract, if the Purchaser does not expressly object to them nor accept the delivery without explicit objection.
3. The Purchaser is entitled to amend these Terms and Conditions of Purchase. Amendments shall become effective from the date of their validity if the Supplier does not object within a period of 6 weeks after notification of the amendment.
4. The Purchaser's Terms and Conditions of Purchase shall apply to all future transactions with the same Supplier.
5. Deviating agreements must be made in writing. This also applies to amendments to this requirement of written form.

### **§ 2 Offer / Transfer of duties**

1. The Supplier is obliged to accept the order in writing or by delivery within a period of 10 working days after receipt, otherwise the Purchaser is entitled to revoke the order without resulting in claims for damages on the part of the Supplier.
2. For goods sent without order, acceptance of the offer shall be exclusively by payment of the invoice. If we do not accept the goods sent without order, costs for storage and return of goods shall be at the risk and expense of the sender.
3. The Supplier is obliged to provide the service owed by him through his own company. Partial or complete delivery of the performance owed by third parties (subcontractors) is only possible with the prior express consent of the Purchaser given in writing.

### **§ 3 Prices / Terms of payment**

1. The prices stated in the order are binding fixed prices for the respective contract and include the fulfilment of all primary and secondary obligations of the Supplier. They exclude subsequent claims of any kind. Unless otherwise agreed in the order, the Incoterms® 2020 clause DAP for sea freight, CIP for air freight and CPT for truck transport shall apply. The statutory value added tax shall be shown separately in offers and invoices of the Supplier. If this is not the case, the statutory value added tax is included in the Supplier's price.
2. The invoice will be issued at the prices valid on the day of the order.
3. Invoices shall be submitted in proper and verifiable form after delivery or with delivery. If the receipt of the invoice by the Purchaser is uncertain, the conditions for default shall only apply if the receipt of the invoice by the Purchaser is proven by the Supplier. Even in the event of default, the Purchaser shall not be liable to pay interest at a rate higher than the statutory default interest.
4. Unless otherwise agreed in writing between the Purchaser and the Supplier, the purchase price or remuneration for work shall be payable net within sixty (60) days after complete and agreed delivery of the contractual items and receipt of an auditable invoice. If the Purchaser is in default with the purchase price claim, the Supplier shall only be entitled to claim default interest at the statutory rate.
5. If the subject matter of the contract is the provision of a work performance by the Supplier, acceptance of the work shall be considered as delivery.
6. The Purchaser is entitled to set-off with and against due claims. The Supplier is only entitled to offset if his claim is undisputed or has been legally established.

### **§ 4 Terms of delivery**

1. The Supplier is obliged to execute the orders without delay. The delivery dates agreed with the Purchaser are binding.

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2. Unless explicitly agreed otherwise, the place of performance for the delivery obligation shall be the shipping address requested by the Purchaser, for all other obligations of both parties the place of performance shall be Tönisvorst. Decisive for compliance with the delivery date is the receipt of the goods by Purchaser or at the agreed place of performance.
3. If the Supplier recognises that an agreed deadline cannot be met, he shall notify the Purchaser thereof in writing without delay, stating the reasons and the expected duration of the delay.
4. Rights of retention of the Supplier are excluded.
5. The Supplier is only entitled to make partial deliveries if the Purchaser has agreed to this in advance in writing. If a partial delivery has been agreed, all additional costs arising from this shall be borne by the Supplier.
6. A delivery of medicinal products and medical devices is only considered complete when all necessary accompanying documents specified in the order have been received in full, legally valid as well as in correct form. In particular, the product-specific and manufacturer-specific certificates must be correct in scope and content and the goods must comply with the respective specification.
7. The Supplier shall comply with specifications regarding the mode of transport; this applies in particular to the shipment of medicines. The goods shall be packaged in such a way that transport damage is avoided. Packaging materials shall be used to the extent necessary to achieve this purpose and shall be designed in an environmentally friendly manner insofar and to the extent possible.
8. In accordance with the Incoterms regulated in § 3 No. 1, the transport - unless otherwise agreed - shall be at the Supplier's expense and risk.

#### **§ 5 Defect investigation and quality controls**

1. The Purchaser shall inspect the goods for deviations in quality or quantity within a reasonable period of time. In the case of obvious defects or obvious deviations in quantity, the complaint shall be deemed to have been made in good time if it is received by the Supplier within five (5) working days of goods receipt. In the case of obvious but not recognisable defects, this period shall be extended by the duration of the quality control analyses arranged by the Purchaser.
2. Decisive for the timeliness of the notification of defects is its dispatch by the Purchaser to the Supplier. If the Supplier has fraudulently concealed the defect, the goods shall not be deemed to have been approved despite the expiration of the deadline.
3. The Purchaser shall only be obliged to give notice of defects in the case of partial deliveries insofar as this has been explicitly agreed with the Supplier.
4. The Supplier of medicinal products is responsible for keeping a sufficient reserve sample of each manufactured batch in accordance with GMP guidelines.

#### **§ 6 Quality assurance and warranty**

1. The Supplier warrants that all deliveries comply with the written requirements of the Purchaser as well as with all relevant regulations under pharmaceutical and/or food law or medical product law. The Supplier must inform the Purchaser immediately in writing if a product or specification has been changed in comparison to the information previously provided. In the event of relevant changes, action medeor reserves the right to withdraw from the purchase contract. In the event of culpable failure to provide information, the Purchaser may also assert claims for damages or demand reimbursement of expenses incurred in reliance on the receipt of the service.
2. In the event of the delivery of medicines, the Supplier assures that he is still authorised to deliver medicines. He shall inform us in writing without being asked and without delay if a change should occur in regard to his manufacturing authorisation, his valid GMP certificate, his wholesale authorisation, his valid GDP certificate or similar. Furthermore, he assures that for all deliveries of medicinal products to the Purchaser, the legally required information on the delivery authorisation and the delivered batches will be provided on the delivery notes and invoices.
3. The Supplier shall be liable for ensuring that no industrial property rights (such as trademarks and patents), copyrights and related property rights, corresponding applications for industrial property rights and business and trade secrets of third parties are infringed in connection with the goods delivered by him and resold by us without modification.

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4. Insofar as the Supplier is responsible for a product defect, it shall indemnify the Purchaser against claims for damages by third parties on the grounds of product or producer liability to the extent that the cause lies within its sphere of control and organisation and it is itself liable in relation to third parties.
5. The delivery of the goods shall be free of material defects and defects of title. If defects are discovered and notified in accordance with § 5, the Purchaser shall be entitled to return the delivery in whole or in part at the Supplier's expense. In the event of return, the price and material risk shall pass to the Supplier. If a wrong delivery is detected, the Supplier shall take back the respective goods. A replacement delivery in the form of another product is not permitted. In the event of excess delivery, the Purchaser shall only accept the excess goods after consultation. In the event of short delivery, the Supplier shall deliver the ordered goods or the remaining quantity free of charge after consultation with the Purchaser. In the event of quality defects discovered during the product life, the Purchaser may return the articles of the affected batch for full credit at the Supplier's expense. The same shall apply in the event of recalls or in the event of the absence or loss of the basic conditions specified in § 6 No. 2. In this context, the Supplier is also obliged to take back articles with which it no longer trades in the meantime or which it has sold out and also articles whose expiry dates make resale difficult or impossible, with crediting of the full invoice amount free of charge. In the event of the return of goods, reimbursement of the invoice amount must be made immediately by bank transfer or will be offset against outstanding invoices. In addition, the Purchaser shall be entitled to all other statutory claims.
6. The Supplier and the Purchaser shall monitor the safety of the Product on the market. Both parties shall notify each other of any undesirable events that come to their attention. The Supplier shall provide the Purchaser with all reasonable assistance that may be required.

#### **§ 7 Liability**

1. The Supplier shall be liable for all damage caused by him or a legal representative or vicarious agent through negligence or intent to the statutory amount. Limitations of liability of the Supplier are excluded.
2. The Supplier shall hand over all delivery items to the Purchaser free of third party rights. If claims are asserted against the Purchaser by third parties due to infringement of any rights, the Supplier shall indemnify us upon written request and also otherwise hold us harmless. This also includes our legal prosecution and enforcement costs.

#### **§ 8 Delivery time / contractual penalty**

1. The execution and delivery deadlines agreed in the order are binding.
2. If the Supplier is in default with the delivery, he shall be obliged, in addition to the performance of the contract, to pay to the Purchaser a contractual penalty in the amount of one per cent (1%) of the contract price, but not more than ten per cent (10%) of the contract price, for each commenced calendar week from the 14th calendar day after the commencement of the default. The Supplier shall have the right to prove to the Purchaser that no damage or significantly lower damage has been incurred as a result of the delay. The contractual penalty shall then be reduced accordingly. The contractual penalty shall not be forfeited if the Supplier can prove that he is not responsible for exceeding the agreed execution and delivery deadlines or that he was prevented from performing the contractually agreed service in the event of an impediment by third parties and that it immediately notified the Purchaser of this circumstance in writing. If the Supplier fails to give such notice, he shall not be entitled to an extension of the performance or delivery period. Claims for contractual penalties may be asserted by the Purchaser up to the final payment. The Purchaser reserves the right to assert further claims for damages. However, the contractual penalty shall be offset against any such claim for damages.
3. The Purchaser reserves the right in individual cases to agree to a different contractual penalty with the Supplier for exceeding the execution and delivery deadlines. The Supplier's promise of contractual penalty requires a separate agreement.
4. In addition, the Purchaser shall be entitled to the statutory rights due to default.

#### **§ 9 Producer Liability / Indemnity**

If a claim is made against the Purchaser on the basis of producer liability due to a defect in the goods delivered by the Supplier, the Supplier hereby releases the Purchaser from the producer liability resulting from the defect.

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### **§ 10 Compliance with core values along the supply chain**

1. Suppliers are expected to ensure within their sphere of influence that the ten principles of the UN Global Compact are recognised, supported and put into practice throughout the supply chain (all flows of goods or services):
  - a. Human rights
    - i. Businesses should support and respect the protection of international human rights within their sphere of influence; and
    - ii. ensure that they are not complicit in human rights abuses.
  - b. Labour standards
    - i. Businesses should uphold the freedom of association and the effective recognition of the right to collective bargaining; and
    - ii. not tolerate any form of forced labour, child labour and discrimination in employment and occupation.
  - c. Environmental protection
    - i. Companies should adopt a precautionary approach to environmental problems.
    - ii. Take initiatives to create a greater sense of responsibility for the environment, and
    - iii. promote the development and diffusion of environmentally friendly technologies.
  - d. Fighting corruption
    - i. Businesses should work against corruption in all its forms, including extortion and bribery.
2. If violations of these principles are suspected, the Supplier assures to clarify the matter. He shall report transparently to the Purchaser on the findings and the measures taken.
3. If the Supplier has not done enough to adequately prevent damage to people and the environment along the supply chain, the Purchaser reserves the right to withdraw from and rescind the contract.

### **§ 11 Final provisions**

1. The Purchaser is entitled to resell the goods to any third party within the framework of the statutory provisions. All claims arising from the resale are exclusively due to the Purchaser.
2. The Purchaser explicitly reserves all rights to illustrations, calculations, conditions, project plans, publications and other data and documents which it has made available to the Supplier. These may not be passed on without the prior written consent of the Purchaser.
3. Advertising with the name of the Purchaser or other disclosure of the business relationship shall require the prior consent of the Purchaser in writing.
4. The Purchaser collects, stores, processes or transmits personal data exclusively within the scope of what is necessary for the fulfilment of its business purposes in accordance with the applicable provisions of data protection laws. Further details on this can be found in its data protection declaration.
5. Invalidity of one or more provisions of these Terms and Conditions of Purchase shall not affect the validity of the remaining provisions.
6. Unless otherwise explicitly accepted in writing by action medeor, these rules and conditions shall be governed by German law, excluding its international conflict of law provisions and excluding the UN Convention on Contracts for the International Sale of Goods.
7. The exclusive place of jurisdiction for all disputes is Krefeld. Notwithstanding the foregoing, the Purchaser shall be entitled to bring an action at the Supplier's place of jurisdiction.