

General Terms and Conditions of Purchase

01.07.2026

Applicable in business transactions with entrepreneurs, legal entities under public law and special funds under public law for the regulation of our purchasing transactions within the scope of our world-wide business activities.

1. General

Our Terms and Conditions of Purchase shall apply exclusively; we shall recognize any general terms and conditions of the Supplier that conflict with or deviate from our Terms and Conditions of Purchase only to the extent that we have expressly agreed to them in writing. Acceptance of goods or services of the Supplier (hereinafter: Contractual Item) or payment for them shall not constitute consent, even if acceptance or payment is made with knowledge of conflicting or supplementary contractual terms of the Supplier. Likewise, any contractual terms of the Supplier previously agreed that conflict with or supplement these Terms and Conditions of Purchase shall no longer be recognized.

2. Conclusion and amendment of contracts

- 2.1 Orders, contracts and delivery schedules as well as any amendments and supplements thereto must be made in writing.
- 2.2 Oral agreements of any kind – including subsequent amendments and supplements to our Terms and Conditions of Purchase – shall only be effective if confirmed by us in writing.
- 2.3 The written form requirement is also satisfied by fax, electronic data transmission or e-mail.
- 2.4 Cost estimates are binding and shall not be remunerated unless expressly agreed otherwise.
- 2.5 If the Supplier does not accept the order within two weeks of receipt, we shall be entitled to revoke it.
- 2.6 Delivery schedules within the framework of order and call-off planning shall become binding unless the Supplier objects within two working days of receipt.
- 2.7 For works and services, the Supplementary Terms and Conditions of Purchase for Works and Services of ROTZINGER PharmaPack GmbH shall apply (available in the download area at www.rotzinger-pharma.com).

3. Delivery

- 3.1 Agreed dates and deadlines are binding. Receipt of the goods by us shall be decisive for compliance with the delivery date or delivery period. Unless delivery “free works” (DAP or DDP according to Incoterms 2020) has been agreed, the Supplier shall make the goods available in good time, taking into account the time required for loading and shipment to be coordinated with the freight forwarder.
- 3.2 If the Supplier has undertaken installation or assembly, the Supplier shall bear all necessary expenses such as travel costs, provision of tools and allowances.
- 3.3 If agreed dates are not met, the statutory provisions shall apply. If the Supplier anticipates difficulties with regard to production, supply of input materials, compliance with the delivery date or similar circumstances that could prevent it from delivering on time or in the agreed quality, the Supplier shall immediately notify our ordering department.
- 3.4 Unconditional acceptance of a delayed delivery or service shall not constitute a waiver of any claims for compensation to which we are entitled due to the delayed delivery or service; this shall apply until full payment of the remuneration owed by us for the delivery or service concerned.
- 3.5 Partial deliveries are generally not permitted unless we have expressly agreed to them or they are reasonable for us.
- 3.6 For quantities, weights and dimensions, the values determined by us during incoming goods inspection shall be decisive, unless proven otherwise.

- 3.7 Unless otherwise provided in the Supplementary Terms and Conditions of Purchase for Software, upon delivery we shall receive a non-exclusive, unlimited-in-time and unlimited-in-territory right of use to software included in the scope of product delivery. Our permitted use includes in particular the reproduction, loading and running of the software.
- 3.8 This also includes sublicensing, leasing or any other form of transfer of the software to companies affiliated with us within the meaning of Section 15 of the German Stock Corporation Act (AktG), as well as to our subcontractors entrusted with the manufacture of our products who require a right to use the software in this context. Permitted use also includes passing on the software to customers as a component of a hardware product and granting rights of use thereto insofar as this is necessary for use of the hardware.
- 3.9 With regard to software made available, including documentation, we shall also have the right to use it with the agreed performance characteristics and to the extent required for contractual use of the product. We may make a reasonable number of backup copies.
- 3.10 For software, the Supplementary Terms and Conditions of Purchase for Software of ROTZINGER PharmaPack GmbH and the Supplementary Terms and Conditions of Purchase for Products with regard to Open Source Software shall apply (available in the download area at www.rotzinger-pharma.com).

4. Force Majeure

- 4.1 Force majeure, operational disruptions for which we are not responsible, civil unrest, official measures and other unavoidable events shall release us, for the duration of such events, from the obligation of timely acceptance. During such events and for two weeks after their end, we shall – without prejudice to our other rights – be entitled to withdraw from the contract in whole or in part, provided that such events are not of insignificant duration and our requirements are substantially reduced because alternative procurement is therefore necessary.
- 4.2 The provisions of Section 4.1 shall also apply in the event of industrial disputes.

5. Dispatch notification and invoice

The information in our orders and delivery schedules shall apply. The invoice shall be submitted in one copy, stating the invoice number and other allocation references, to the address printed on the respective order; it must not be enclosed with the shipments.

6. Pricing and transfer of risk

Unless otherwise specifically agreed, prices shall be understood as delivered to the named place (DAP according to Incoterms® 2020), including packaging. VAT is not included. The Supplier shall bear the risk of accidental loss or damage until the goods are accepted by us or our representative at the place to which the goods are to be delivered in accordance with the order.

7. Terms of payment

Unless otherwise specifically agreed, the invoice shall be paid within 30 days from the due date of the payment claim and receipt of both the invoice and the goods or performance of the service. Payment shall be subject to invoice verification.

8. Notification of defects

- 8.1 Upon receipt of the goods, our inspection shall be limited to obvious damage, in particular transport damage, and deviations in identity and quantity of the delivery, unless otherwise agreed with the Supplier in a quality assurance agreement.
- 8.2 We shall give notice of defects without undue delay after discovery.

8.3 To this extent, the Supplier waives the objection of late notification of defects.

9. Claims for defects

- 9.1 The statutory provisions on defects as to quality and defects in title shall apply unless otherwise stipulated below.
- 9.2 We shall be entitled to choose the type of subsequent performance. The place of performance for subsequent performance shall be the intended location of the item. This is the place where the item is located at the time the defect is notified. The Supplier may refuse the type of subsequent performance selected by us if it is only possible at disproportionate cost.
- 9.3 If the Supplier does not begin remedying the defect after our request to do so, then in urgent cases, after setting a reasonably short period for remedy, in particular to avert imminent danger or avoid greater damage, we shall be entitled to remedy the defect ourselves at the Supplier's expense or have it remedied by third parties.
- 9.4 The Supplier shall indemnify us against claims by third parties arising from infringement of third-party rights by the Contractual Item, unless the Supplier proves that it is not responsible for the infringement. In addition, upon request, the Supplier shall immediately provide us with the information and documents relating to its services required for the defence against such third-party claims to us.
- 9.5 The limitation period for indemnification claims shall be three years. The limitation period for indemnification claims shall commence at the end of the year in which the claim arose and we became aware, or should have become aware without gross negligence, of the circumstances giving rise to the claim and the identity of the debtor. Any longer statutory limitation periods shall take precedence. This shall also apply to the aforementioned additional claim for information and documents.
- 9.6 Claims for defects as to quality shall become time-barred – except in cases of fraudulent concealment – after 3 years, unless the item has been used for a building in accordance with its customary use and has caused the defectiveness of that building. The limitation period shall commence upon delivery of the Contractual Item (transfer of risk). Any longer statutory limitation periods shall take precedence.
- 9.7 For claims based on defects in title, the provision of Section 9.5 (limitation period for indemnification claims) shall apply accordingly. Any longer statutory limitation periods shall take precedence.
- 9.8 If the Supplier fulfils its subsequent performance obligation by replacement delivery, the limitation period for the replacement goods shall recommence upon their delivery, unless, when providing subsequent performance, the Supplier has expressly and correctly reserved the right to make the replacement delivery solely as a gesture of goodwill, to avoid disputes or in the interest of maintaining the supply relationship.
- 9.9 As part of subsequent performance, the Supplier shall bear the costs of transport, travel, labour, installation, removal and materials. If, as a result of a defective delivery, we incur costs and expenses in connection with the repair or replacement of the Contractual Item which we could reasonably incur in addition, in particular costs and expenses for sorting, for incoming inspection exceeding the customary scope, for examination and analysis of the defect, and costs for engaging external or internal personnel, the Supplier shall bear such costs unless it is not responsible for the defect. Any contributory negligence on our part shall be taken into account when determining the recoverable costs pursuant to Section 254 of the German Civil Code (BGB).
- 9.10 The Supplier shall be liable for fault on the part of its sub-suppliers as for its own fault.

10. Product liability and recall

- 10.1 In the event that claims are asserted against us under product liability law, the Supplier shall be

obliged to indemnify us against such claims if and to the extent that the damage was caused by a defect in the Contractual Item supplied by the Supplier. In cases of fault-based liability, however, this shall only apply if the Supplier is at fault. If the cause of the damage lies within the Supplier's area of responsibility, it shall prove that it is not at fault.

- 10.2 In the cases referred to in Section 10.1, the Supplier shall bear all costs and expenses, including the costs of any legal action, unless such costs are, as a whole, unnecessary or unreasonable.
- 10.3 In all other respects, the statutory provisions shall apply.
- 10.4 Before any recall action that is wholly or partly the result of a defect in the Contractual Item supplied by the Supplier,
we shall inform the Supplier, give it the opportunity to participate and consult with it on efficient implementation, unless informing or involving the Supplier is not possible due to particular urgency. To the extent that a recall action is the result of a defect in the Contractual Item supplied by the Supplier, the Supplier shall bear the costs of the recall action unless it is not responsible for the defect. Any contributory negligence on our part shall be taken into account in determining the amount of costs to be borne by the Supplier in accordance with Section 254 BGB.

11. Rights of withdrawal and termination

- 11.1 In addition to the statutory rights of withdrawal, we shall be entitled to withdraw from the contract if there is a material deterioration in the Supplier's financial circumstances or if such deterioration is imminent and thereby jeopardizes fulfilment of a delivery obligation towards us.
- 11.2 We shall also be entitled to withdraw from the contract if
- the Supplier becomes insolvent,
 - the Supplier ceases payments,
 - the Supplier is threatened with insolvency within the meaning of Section 18 of the German Insolvency Code (InsO) or over-indebtedness of the Supplier becomes apparent,
 - the Supplier applies for the opening of insolvency proceedings or comparable debt adjustment proceedings over the Supplier's assets or business, or
 - the opening of insolvency proceedings over the Supplier's assets is rejected for lack of assets.
- 11.3 In the case of a continuing obligation, Sections 11.1 and 11.2 shall apply mutatis mutandis, with the proviso that the right of withdrawal shall be replaced by an extraordinary right of termination without notice.
- 11.4 If the Supplier has rendered a partial performance, we shall only be entitled to withdraw from the entire contract if we have no interest in the partial performance.
- 11.5 If we withdraw from or terminate the contract on the basis of the above contractual rights of withdrawal or termination, the Supplier shall compensate us for the damage incurred as a result, unless it is not responsible for the circumstances giving rise to the rights of withdrawal or termination.
- 11.6 Statutory rights and claims shall not be restricted by the provisions contained in this Section 11.
- 11.7

12. Performance of work

Suppliers carrying out work on the plant premises in fulfilment of the contract shall comply with the applicable laws and regulations as well as our internal company rules. The Supplier shall appoint a person responsible for execution of the order who shall ensure fulfilment of the supervisory and monitoring duties. Before carrying out the work, the Supplier's responsible person shall coordinate with our coordinator, take suitable protective measures and inform us and affected third parties of mutual hazards. Suppliers are responsible for instructing and ensuring the safety of their employees and commissioned subcontractors as

well as for safeguarding third parties against sources of danger. The Supplier may deploy only sufficiently qualified employees and safe work equipment on the plant premises. Accidents occurring on the plant premises must be reported to us immediately.

13. Materials provided by us

Materials, parts, containers and special packaging supplied by us against payment or provided free of charge ("Provided Materials") shall remain our property, where payment is due, until payment has been made in full. They may only be used for their intended purpose. Processing and assembly of the Provided Materials shall be carried out for us. It is agreed that, in proportion to the value of the Provided Materials to the value of the finished product, we shall be co-owners of the products manufactured using our materials and parts, which shall to that extent be held in custody for us by the Supplier. We reserve co-ownership of the products manufactured using our Provided Materials until all claims arising from the provision of such materials have been fully satisfied. The Supplier shall be entitled to resell the products manufactured using our Provided Materials in the ordinary course of business subject to retention of title. The Supplier hereby assigns to us in full all claims, including ancillary rights, to which it is entitled from the resale of these products. The assigned claims shall serve as security for our claims arising from the provision of the materials. The Supplier shall be entitled to collect the assigned claims. We may revoke the Supplier's rights under this Section 13 if the Supplier fails to duly fulfil its obligations towards us, falls into payment default, ceases payments, or applies for the opening of insolvency proceedings or comparable debt adjustment proceedings over its assets. We may also revoke the Supplier's rights under this Section 13 if there is or is threatened to be a material deterioration in the Supplier's financial circumstances or if the Supplier is insolvent or over-indebted. If the value of the securities held for us exceeds the total value of our claims by more than 10%, we shall, at the Supplier's request, release securities of our choice to that extent.

14. Documents and confidentiality

- 14.1 All commercial or technical information made accessible by us (including characteristics that can be inferred from any items, documents or software handed over, and other knowledge or experience) shall, for as long and to the extent that it is not demonstrably publicly known, be kept confidential vis-à-vis third parties and may be made available within the Supplier's own organization only to those persons who necessarily need to be involved in its use for the purpose of supplying us and who are likewise bound to confidentiality; such information shall remain our exclusive property. Without our prior written consent, such information may not – except for deliveries to us – be reproduced or used commercially. At our request, all information originating from us (including any copies or records made, where applicable) and items provided on loan shall be returned to us or destroyed immediately and in full.
- 14.2 We reserve all rights to such information (including copyrights and the right to apply for industrial property rights such as patents, utility models, semiconductor protection rights, etc.). To the extent that such information has been made accessible to us by third parties, this reservation of rights shall also apply for the benefit of those third parties.
- 14.3 Products manufactured according to documents designed by us, such as drawings, models and the like, or according to our confidential information, or using our tools or copied tools, may neither be used by the Supplier itself nor offered or delivered to third parties. This shall apply accordingly to our printing orders.

15. Export control and customs

The Supplier shall inform us in its business documents of any licensing requirements or restrictions on the (re-)export of its goods pursuant to German, European and U.S. export and customs regulations as well as the export and customs regulations of the country of origin of its goods and, for goods subject to licensing requirements, shall send the following information in good time before the first delivery and immediately in the event of changes (technical or legal changes or findings by authorities) to the address

fto.exportcontrol@rotzinger-pharma.com:

- Customer material number,
- Description of goods,
- All applicable export control list numbers, including the Export Control Classification Number according to the U.S. Commerce Control List (ECCN),
- Non-preferential origin of goods,
- Statistical commodity code (HS code),
- a contact person in its company for clarification of any queries.

15.1 The Supplier shall take appropriate

measures corresponding to its business model to ensure supply chain security within the meaning of the WCO SAFE Framework of Standards and shall support us in particular with any measures required to maintain Authorized Economic Operator (AEO) authorization. The Supplier undertakes to provide appropriate evidence, e.g. by means of authorizations or declarations, such as security declarations, declarations under C-TPAT or similar programs. We or a third party commissioned by us shall be entitled to verify the Supplier's evidence under this paragraph, including at the Supplier's premises.

15.2 The Supplier shall be obliged to provide us, on a binding basis, with the non-preferential and the respectively

required preferential origin of its goods. For deliveries of goods within the European Union (EU), it shall issue a long-term supplier's declaration in accordance with the EU implementing regulation applicable at the time within 21 days of our request. The Supplier also warrants that, for deliveries of goods from a country covered by a free trade agreement/preferential agreement, it will include the respectively required proof of origin. The non-preferential origin shall be stated on the relevant commercial invoice and, where required, a certificate of origin shall be issued. In the case of an initial delivery, the origin data shall be communicated in writing no later than at the time of the first delivery. Changes in the origin of goods shall be notified to us immediately in writing.

15.3 For deliveries of goods across customs borders, the Supplier shall be obliged to include with the delivery all necessary

documents such as the commercial invoice, delivery note and information required for a complete and correct import customs declaration. With regard to the invoice, the following shall be observed:

- The invoice shall additionally list separately any costs not included in the price of the goods (e.g. research and development costs, licence fees, tooling costs, materials provided by the purchaser that are related to the delivery of goods).
- For free-of-charge deliveries, the Supplier shall state in the pro forma invoice a value reflecting a customary market price and include the notice "For Customs Purpose Only". The reason for the free-of-charge delivery (e.g. free sample shipment) shall also be stated on the invoice or delivery note.

15.4 The Supplier shall support us by all means necessary to reduce or minimize our payment obligations with regard to customs duties and/or customs clearance costs.

15.5 Without prejudice to any other rights and without liability towards the Supplier, we shall be entitled to withdraw from or terminate the affected contract without notice if the Supplier repeatedly fails to fulfil the obligations under Sections 15.1–15.5.

16. Compliance

16.1 Within the business relationship with us, the Supplier undertakes neither in commercial dealings nor in dealings with public officials to offer or grant, or to request or accept, benefits that violate applicable anti-corruption regulations.

16.2 Within the business relationship with us, the Supplier undertakes not to enter into agreements or concerted practices with other companies that have as their object or effect the

prevention, restriction or distortion of competition in accordance with applicable antitrust regulations.

- 16.3 The Supplier warrants compliance with the applicable laws governing the general minimum wage and shall require sub-suppliers commissioned by it to comply to the same extent. Upon request, the Supplier shall provide evidence of compliance with the foregoing warranty. In the event of a breach of the foregoing warranty, the Supplier shall indemnify us against third-party claims and shall reimburse any fines imposed on us in this connection.
- 16.4 The Supplier shall comply with the applicable statutory provisions concerning the treatment of employees, environmental protection and occupational safety and shall work to reduce adverse effects on people and the environment resulting from its activities. To this end, the Supplier shall, within the scope of its capabilities, establish and further develop a management system in accordance with ISO 14001. In addition, the Supplier shall comply with the requirements of the Code of Conduct for Business Partners (available in the download area at www.rotzinger-pharma.com) and the principles of the UN Global Compact initiative, which essentially concern the protection of international human rights, the abolition of forced and child labour, the elimination of discrimination in hiring and employment, and environmental responsibility (www.unglobalcompact.org).
- 16.5 If there is a suspicion of a breach of the obligations under Sections 16.1 to 16.4, the Supplier shall immediately investigate possible violations, inform us of the investigative measures taken and, in justified cases, disclose the affected supply chain. If the suspicion proves to be justified, the Supplier shall inform us within a reasonable period of the internal company measures it has taken to prevent future violations. If the Supplier does not fulfil these obligations within a reasonable period, we reserve the right to withdraw from contracts with it or terminate them with immediate effect.
- 16.6 In the event of serious violations of law by the Supplier and violations of the provisions of Sections 16.1 to 16.4, we reserve the right to withdraw from existing contracts or terminate them without notice.

17. Place of performance

Unless otherwise agreed, the place of performance shall be the place to which the goods are to be delivered or at which the service is to be performed in accordance with the order.

18. General provisions

- 18.1 Should any provision of these Terms and Conditions or of any further agreements entered into be or become invalid, this shall not affect the validity of the remaining provisions. The contracting parties shall be obliged to replace the invalid provision with a provision that comes as close as possible to achieving the same economic result.
- 18.2 The contractual relationships shall be governed exclusively by German law, to the exclusion of conflict-of-laws rules and the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- 18.3 The place of jurisdiction for all legal disputes arising directly or indirectly from contractual relationships based on these Terms and Conditions of Purchase shall be Mönchengladbach. For proceedings before the local courts (Amtsgerichte), the Local Court of Mönchengladbach shall have jurisdiction. We shall also be entitled, at our discretion, to bring an action against the Supplier at the court of its registered office or branch office or at the court of the place of performance.