



General Terms of Purchase of Peter Greven Physioderm GmbH

§ 1 Validity of the terms and conditions

(1) All of our orders and enquiries shall be exclusively carried out on the basis of these General Terms of Purchase. These shall thus also apply – in the respective current version – to all future business relationships with the supplier, even if they are not explicitly agreed on once again. General Business Terms of the supplier shall not become part of the contract, even if we do not explicitly object hereto; neither will they become valid by the fact that – even if aware of the terms and conditions of the supplier – we accept the delivery or make payments without further reservations.

(2) Insofar as reference is made to the Incoterms in the contractual agreements, these shall apply in the version of 2020.

§ 2 Offers of the supplier

(1) Offers of the supplier shall be made free of charge for us and are binding for the supplier. The supplier has to precisely adhere to our enquiry in its offer with regard to quantity and condition and in the event of deviations to explicitly point these out to us.

(2) The supplier has to submit all necessary data sheets, recipes, drawings and documents, which are required for a discussion of the technical details of the object of delivery, to us with the offer. A discussion or other participation on our part in development or test work will, however, not release the supplier from its sole responsibility for the product and warranty and other obligations which may result from this. Irrespective of the stipulations made by us and requested specifications the supplier is moreover obliged to include deliveries and services in its offer that are necessary in order for us to be able to use the product as intended.

§ 3 Order/scope of delivery

(1) Orders shall only be binding for us if they are placed in writing or in a text form. Agreements, collateral agreements reached, or changes requested orally or by telephone shall require a written confirmation or a confirmation in a text form by us in order to be binding. This shall also apply to additionally agreed deliveries or services. The failure to respond to proposals, requests, etc. of the supplier shall in no way be deemed an approval of the supplier's proposal by us.

(2) Each of our orders, which the supplier would like to accept, is to be confirmed by the supplier in writing or in a text form. If we do not receive the order confirmation within two weeks after the order was received by the supplier, we shall no longer be bound to the order. In case of an informal initiation of business our written order shall apply as a commercial letter of confirmation.

(3) An order confirmation that deviates from our order will not be recognised by us even if we have not objected hereto in writing.

(4) We can also request changes to the object of delivery/delivery date from the supplier after conclusion of the contract, insofar as this is deemed reasonable for the supplier – by showing reasonable consideration for the mutual interests. The implications on both parties, in particular with regard to additional or reduced costs as well as to the delivery dates, are to be reasonably taken into consideration with this amendment to the contract.

(5) If the supplier should recognise based on its expertise that an order is incomplete or that the purpose pursued by us with the order cannot be achieved through the delivery it has to inform us hereof immediately and comprehensively in writing.

(6) The supplier is obliged to make all drawings and documents, which we or our customers require for the use, storage or transport of the object of delivery, available free of charge in time and without request – with the delivery at the latest.

§ 4 Delivery time

(1) The delivery times and dates stated in our order are agreed binding insofar as the supplier has not explicitly objected hereto in writing or we have agreed deviating dates with the supplier in writing. Should we not have stated any delivery dates in our order, the delivery dates stated by the supplier shall be agreed binding. The receipt of the goods at the place of use named by us respectively – if an acceptance is to be carried out – the time of the successful acceptance shall be decisive for the adherence to the delivery date or the delivery deadline.

(2) The supplier is only entitled to make partial deliveries and provide partial services after obtaining our prior written consent.

(3) If the supplier recognises that the agreed dates cannot be adhered to it has to notify us hereof in writing without delay by stating the reasons and the duration of the delay.

(4) The acceptance of the late delivery or service shall not include a waiver of claims or rights.

(5) If the agreed dates are not adhered to due to a circumstance for which the supplier is responsible, we are entitled, after the expiry of a reasonable extended deadline set by us, at our choice to request damages instead of the service or to obtain a replacement from a third party at the costs of the supplier and/or to rescind the contract. In case of repeated delays in delivery we are entitled, after issuing a prior written warning, to also rescind the orders not yet fulfilled by the supplier at this time in total with immediate effect.

(6) If the supplier is unable to adhere to the agreed deadline or the agreed date through force majeure (e.g. strike at the supplier, riot, war, fire, flooding) the delivery time shall be extended by the period of time caused by the interference. The supplier can only refer to the aforementioned reasons if it informs us of the impediment and the expected duration without delay. If the interference is not only temporary and an acceptance is deemed unreasonable for us as a result of the delay, we are entitled to rescind the contract with regard to the not yet fulfilled part. In the event of a partial fulfilment, we are entitled to rescind the contract in its entirety if we have no interest in the partial service.

(7) Incidentally, the statutory regulations shall apply with regard to the liability of the supplier for delays.

§ 5 Prices, shipment, packaging, passing of risk and transfer of ownership

(1) The agreed prices are fixed prices; costs for packaging, freight and transport to the shipping address stated by us or the place of use are included in these prices. Insofar as we have to bear the transport costs in accordance with the contractual agreement, the most reasonably priced transport possibility for us is to be chosen with the delivery.

(2) The shipment shall be carried out at the risk of the supplier. The risk of all deterioration, including the accidental loss, shall remain with the supplier until the delivery at the shipping address or place of use requested by us. The transport risk is to be insured by the supplier.

(3) The ownership to the delivered goods shall be transferred to us when they are handed over. No prolonged or extended reservation of title of the supplier will be recognised by us.

§ 6 Warranty and liability

(1) Warranty and liability shall be oriented to the statutory provisions, insofar as not otherwise derived from these terms and conditions or any other written agreement between us and the supplier.

(2) The supplier has to ensure that all objects delivered by it and all services provided by it comply with the latest status of technology, the relevant legal provisions and the regulations and guidelines of authorities, trade associations and specialist associations as well as the stipulated compositions, ingredients, purity levels, functions and specifications. This shall also apply accordingly to the compliance with all technical data and quality standards stated in our orders, data sheets, drawings and/or delivery regulations, through which the target condition of the service to be provided by the supplier is determined. If deviations from these regulations are necessary in individual cases, the supplier must obtain our written consent for this. The warranty obligation of the supplier is not affected by this consent. If the supplier has misgivings about the type of execution requested by us it has to notify us hereof in writing without delay.

Insofar as we do not make any other agreements with the supplier regarding the target condition of the products, the supplier's product specifications (e.g. in catalogues) shall otherwise be deemed to be agreed as the minimum specification.

(3) The statutory regulations shall apply for the commercial inspection and complaint report obligations (Sections 377, 381 German Commercial Code [*Handelsgesetzbuch - HGB*]) with the following condition: Our inspection obligation shall be limited to defects, which are determined during our incoming goods control with an external appraisal including the delivery documents (e.g. transport damages, false and shortfall in delivery) or are recognisable during our quality controls with reasonable random sample checks. Incidentally, it depends on to what extent an inspection is useful by taking the circumstances of the individual case into consideration in the proper course of business. Our obligation to report a complaint for defects discovered later shall remain unaffected.

Insofar as an obligation to report a complaint exists under this provision, the complaint shall be deemed to have been made in good time if it is received by the supplier within 3 working days after delivery of the goods in the case of obvious defects or within 14 working days after a concealed defect has been detected or was detectable in the course of a dutiful inspection.

Insofar as we have agreed on an acceptance with the supplier this will replace the inspection and complaint report obligation; in this case there is no additional inspection and complaint report obligation for us.

(4) Defects to the delivery/service reported during the warranty period, which shall also include the non-fulfilment of guaranteed data and the absence of warranted characteristics or agreed conditions, have to be remedied by the supplier after request without delay and free of charge at our choice by new delivery of the defective products or by subsequent improvement. The seller has to hereby also bear the expenses that are necessary for the purpose of subsequent fulfilment (in particular transport, route, labour and material costs).

If the defective object has been installed in another object or attached to another object in accordance with its type and intended use, the supplier is also obliged to reimburse the necessary expenses for the removal of the defective item and the installation or attachment of the repaired or delivered defect-free object as part of the supplementary performance. The regulations of Sections 439 Para. 4, 445a, 475 German Civil Code [*Bürgerliches Gesetzbuch - BGB*] shall remain unaffected.

Further statutory claims, in particular the right to rescission, reduction of price and/or claims for damages, shall remain unaffected.

(5) If the supplier culpably does not satisfy its warranty obligations within a reasonable deadline set by us, we can take the necessary measures ourselves or have these taken by third parties at the supplier's costs and risk – irrespective of its warranty obligation. In urgent cases we can carry out the subsequent improvement directly ourselves at the costs of the supplier or have these carried out by a third party after coordination with the supplier. Small defects can be remedied by ourselves in the interest of a timely service towards our customer without prior coordination, without the warranty obligation of the supplier being affected hereby. The same applies if unusually high damage is imminent.

(6) The warranty period is 36 months, insofar as we have not explicitly agreed otherwise in writing with the supplier, or a longer warranty period is envisaged by law for the product that is to be provided by the supplier. The warranty period shall begin at the earliest with the hand-over of the goods to us or the third party named by us at the place of receipt or use stipulated by us. Insofar as an acceptance is necessary the warranty / guarantee time shall begin with the acceptance date stated in our declaration of acceptance. The warranty periods shall be extended for delivered parts by the period of time, in which the defective object cannot be used as intended because of the defect. In the event of subsequent performance, the original warranty period for the replaced or newly delivered parts shall begin to run from the start once again.

(7) The confirmation of receipt of objects of delivery or their acceptance shall not release the supplier from its warranty obligations, even in the event of our knowledge of a defect.

(8) The approval of data sheets, recipes or drawings submitted to us by the supplier shall not release it from its warranty obligations.

(9) Insofar as a claim is asserted against us by a third party owing to a defect to the product delivered by the supplier, the supplier has to indemnify us from all thus resulting claims, unless the supplier is not responsible for the defect. We are moreover entitled to request compensation for the damages suffered by us including reasonable costs for the legal assertion of rights from the supplier. These damages also comprise the costs of a precautionary recall action, insofar as this is deemed appropriate in the interest of our customers or for the protection of external third parties at our dutiful discretion. The supplier also has to reimburse us the costs of such a recall action after expiry of the warranty period if the recall is carried out by us due to an official order or to avoid dangers to life and limb of the product users or external third parties.

(10) The supplier is not entitled to change the object of delivery after conclusion of the contract or during the delivery period without our express written consent. This shall also apply to the most minor changes and even if the specifications, recipes, analyses, manufacturing processes, dimensions, etc. prescribed by us in detail remain unchanged. Changes to the product to be delivered by the supplier are only permitted after our written declaration of consent. If the supplier culpably does not satisfy this obligation, then it has to pay all costs incurred

to us or third parties resulting from this breach of obligation, e.g. because of follow-up examinations, expert's opinions, additional calculations, subsequent treatments, replacement deliveries, etc.

(11) The supplier will insure itself against all risks from product liability in a reasonable amount and provide the proof of insurance to us annually without request.

§ 7 Rights of third parties

(1) Insofar as licence fees are due for the use of the object of delivery as per contract also in connection or in interaction with other objects, these shall be borne by the supplier.

(2) The supplier guarantees that the objects delivered by it are free of rights of third parties and through its delivery or use as per contract, also in connection or in interaction with other objects, no patents or other property rights of third parties are infringed within the Federal Republic of Germany.

(3) If property rights of third parties are infringed by the delivery or service of the supplier, the supplier is obliged in the first place by procuring the rights or by modification of the object of delivery or delivery of a changed object of delivery – insofar as deemed reasonable for us – to ensure that the infringement of rights no longer exists.

(4) Irrespective of Par. 3 the supplier is obliged to indemnify us from claims of third parties because of the infringement of patents or other property rights as well as the expenses incurred in connection with the assertion of a claim and to bear all costs incurred to us through this, unless the infringement of rights is not the responsibility of the supplier. This obligation shall not exist insofar as we conclude agreements with the third party without the supplier's consent, which refer to its claims, in particular reach a settlement. Further statutory claims shall remain unaffected.

(5) Par. 1 - 4 of this § 7 shall also apply accordingly to those countries, of which the supplier was aware upon conclusion of the contract, that the object of delivery will be transported to by us.

§ 8 Invoices and payments

(1) The invoicing shall be carried out at the time of delivery of the product including all documents relevant to the contract at the earliest. Invoices must be provided in digital form (e.g. by email).

(2) Invoices must correspond in wording and sequence to the items of the order. Possible additional services and deliveries are to be listed separately in the invoice with a reference to the corresponding preceding written order.

(3) Insofar as no deviating agreement is reached payments shall be made at our choice within 30 days net without deduction or within 14 days with 2% cash discount, insofar as we have no complaints regarding the delivery/service. The receipt of the proper invoice as well as all necessary documents (e.g. certificate of material tests) by us are decisive for the course of the deadline. Delays in the payments owing to invoicing by the supplier, which does not comply with the stipulations of this § 8, shall be for the expense of the supplier.

(4) Even if we should have been aware at the time when the purchase price was paid that the delivered goods are defective the settlement of the invoice shall not be deemed a waiver of our claims because of the defective nature of the goods.

(5) We are entitled to also offset claims of the supplier against claims of companies affiliated with us. The contractor can only offset with regard to own claims or exercise a right of retention if and as far as its counterclaims have been declared final and binding, are undisputed or have been recognised by us. It is additionally only authorised to exercise a right of retention to the extent that its counterclaims are based on the same contractual relationship.

(6) In case of products, with which the purchase price is determined according to their weight, the weight determined by us is decisive for the invoice amount, insofar as these were not officially weighed at the place of shipment.

(7) Without our prior written consent, which we will not unreasonably refuse, the contractor is not entitled to assign its claims against us or third parties or to have these collected by third parties. If the contractor on its part is supplied with goods subject to an extended reservation of title, the consent, within the meaning of the aforementioned sentence, shall be deemed as granted. If the contractor assigns its claims to a third-party contrary to sentence 1 without our consent, the assignment will nevertheless be effective. We can, however, at our choice, with discharging effect, make payments to the contractor or the third party.

§ 9 Provided goods, drawings and other documents

(1) The supplier has to mark goods provided by us as our property and to store these separately from other products so that the goods provided by us can be identified as such without a doubt for the entire duration of the storage and – insofar as technically possible and deemed reasonable for the supplier – also during the processing process. The supplier shall be liable towards us for the loss or damage to provided objects. It has to insure the goods provided by us at least at the market value against fire, water, theft and comparable damaging events at its own costs. We are to be notified without delay of a legal or actual impairment to objects provided by us.

(2) Materials provided by us shall be treated and processed on our behalf and shall remain our property in the treatment and processing stage. The parties hereby agree that we shall become co-owners of the products produced by using our provided materials or parts in the ratio of the value of the provided goods to the value of the entire product. The same shall apply if our ownership should cease as a result of mixing or blending.

(3) All documents, data sheets, recipes, drawings, samples, etc., which are provided by us to the supplier for the submission of an offer or production of the object of delivery, shall remain our property; our copyright as well as all other industrial property rights existing hereto shall remain reserved. The supplier is not entitled to use information, ideas or other know-how contained therein for any other purposes than for creating the offer or to fulfil the contract for us. The latter shall only not apply if the information, ideas or other know-how were already known to the supplier before they were received from us or it lawfully received these by other means at a later time. The documents, drawings, samples, etc. are to be handed over to us upon request - if no order is placed, without request - without delay together with all copies and reproductions, insofar as the supplier does not have a legitimate interest in retaining individual documents. Sentences 1 and 2 shall apply accordingly to the data sheets, recipes, drawings and other documents produced by the supplier according to our special details.

(4) The supplier has to treat the documents described in Par. 3 as well as all other information received in connection with the order or the

execution of the order as business secrets and accordingly to treat these confidentially. The non-disclosure obligation shall cease to apply if the content of the documents concerns facts that are public knowledge or become public knowledge at a later time - without this being a result of a breach of obligation by the supplier.

(5) Insofar as we suffer damages through a breach of the supplier of the aforementioned obligations of this § 9 the supplier is obliged to compensate such damages, unless the supplier is not responsible for the breach of obligations.

§ 10 Quality assurance and control

(1) The supplier has to carry out a quality assurance that is suitable with regard to its type and scope, which complies with state-of-the-art technology and to prove this to us upon request. It will conclude a corresponding quality assurance agreement with us, insofar as we consider this to be necessary.

(2) If the object of delivery is input material for the manufacture of our products, the supplier shall take a representative sample of the object of delivery before each delivery and examine it to determine whether the object of delivery complies with the agreed specifications. The supplier has to enclose a confirmation of the conformity of the object of delivery concerned with each delivery and incidentally to store a reserve sample from the sample drawn by it. If the object of delivery does not comply with the agreed specifications the supplier has to report this to us in writing. In this case, the supplier may only make a delivery to us if we have previously agreed to this in writing by way of a special release following corresponding notification by the supplier.

(3) If the execution of a quality control is envisaged for the object of delivery as part of the acceptance, in the absence of a deviating agreement, the personal acceptance costs shall be for our expense, the material costs for the expense of the supplier.

(4) If a second visit of the quality officer is necessary as a result of determined defects the personal costs for this shall also be for the expense of the supplier. The same shall apply if the object of delivery is not presented to the quality officer on the date named pursuant to Par. 2.

§ 11 Delivery security

(1) Insofar as the delivery items are goods specially developed for us, and in particular we have directly or indirectly contributed to the costs of development and/or means of production, the supplier undertakes to supply us with the delivery items within the scope of our requirements and to accept orders from us for as long as we require the delivery items. The delivery volume expected according to our customer requirement forecast will be announced to the supplier at an early time. However, the supplier has no entitlement to the purchase of certain quantities, if not explicitly otherwise agreed.

(2) In order to secure the supply with spare parts for us the supplier undertakes to guarantee the delivery of the objects of delivery that are necessary for this purpose until the expiry of 12 years after our last order of the product concerned at the supplier. If it becomes clear to the supplier within this deadline that this will no longer be possible for it, it will announce the end of the supply possibility to us without delay and, insofar as the supplier cannot offer us any other possibilities which are deemed reasonable for us, to give us the opportunity 12 months before discontinuing production to procure an all-time requirement.

§ 12 Written correspondence

In letters, dispatch notes, invoices and other correspondence, our order number, the specific item designation from the respective order and the order date must always be stated. In case of several orders each order is to be treated separately in the written correspondence.

§ 13 Proof of origin and sales tax law, export restrictions

(1) The supplier has to provide us, at the latest upon delivery, with all proofs of origin or preference required in the individual case (e.g. certificates of origin; supplier's declarations; movement certificates etc.) with all information required in this respect in signed form as well as other documents or proofs required for customs clearance at its own expense. The same shall apply to proof under value added tax law that is required in an individual case with overseas and intra-Community deliveries.

(2) The supplier has to inform us without delay if a delivery is fully or partly subject to export restrictions according to German or any other law. Insofar as the granting of an export permit is necessary for the delivery the supplier is responsible obtaining such a permit.

§ 14 General provisions

(1) If the supplier is not in the position to satisfy its due liabilities punctually, if it discontinues its payments or if insolvency proceedings are opened over the assets of the supplier (also the provisional insolvency proceedings) we shall be entitled to rescind the contract for the contractual part not yet fulfilled by the supplier. This right of rescission is to be exercised within a deadline of one month after we have gained knowledge of the aforementioned circumstances.

(2) The law of the Federal Republic of Germany shall apply to these business terms and conditions and the entire legal relationships between us and the supplier with the exclusion of the Viennese Convention on Contracts for the International Sale of Goods (CISG).

(3) Insofar as the supplier is a merchant within the meaning of the German Commercial Code, Bonn shall be the exclusive place of jurisdiction for all disputes arising from or in connection with this contractual relationship. We are, however, also entitled to sue the supplier at another place of jurisdiction.

(4) The place of performance for all contractual obligations is Bad Münstereifel.

(5) Should one provision in these business terms and conditions or a provision within the scope of other agreements be or become invalid or unworkable, this shall have no effect on the validity of all other provisions or agreements. The invalid or unworkable provision will be replaced by that valid provision, which shall as far as possible correspond with that which the contractual partners intended from a commercial point of view upon conclusion of the contract. The same shall apply in the event of a loophole in the contract.