

# General Terms of Trade and Delivery

## Pharmacontrol Electronic GmbH

### 1. General Terms

1. The following conditions of sale are applicable for all Pharmacontrol Electronic GmbH deliveries and performances to companies and corporate bodies. They are applicable to all present and future business.

2. The buyers general terms will not be accepted unless that this has otherwise been agreed upon in writing.

### 2. General Contract Terms – Offers – Duty of Delivery – Other agreements

All offers and deliveries are subject to the terms mentioned as follows. These terms are to be without exception applicable to all business between the parties, even then, when they are not explicitly mentioned as being part of the transaction. Other terms of the buyer and of the customer will not be considered valid without our written confirmation, even if these alterations have been mentioned in the respective terms of business.

Our offers are subject to alteration. All documentation and data related to the offer such as pictures, drawings, measurements and weights are estimated specifications provided these have not been verified as binding.

The copyright for all drawings, estimates and related documentation remains property of Pharmacontrol Electronic GmbH. All documentation must remain with the client and may not be passed on to third parties.

Other terms and agreements will only come into effect when they have expressly been agreed upon in writing by Pharmacontrol Electronic GmbH.

### 3. Delivery Time

1. Time of delivery will be extended automatically (even within a delay in delivery) should force majeure, delay in delivery by our suppliers or subcontractors and/or all unexpected events occurring after the signature of the contract and which are not to be the blame of Pharmacontrol Electronic GmbH be the cause for the delay.

2. Partial deliveries are to be accepted by the buyer.

3. Pharmacontrol Electronic GmbH may only be held liable according to existing law provided that the sales contract in question is an order that has to be executed at a fixed date according to § 286 Abs. 2 Nr. 4 BGB or § 376 HGB. Pharmacontrol Electronic GmbH may also only be held liable according to existing law, should the buyer decide to withdraw from the contract due to delay in delivery caused by Pharmacontrol Electronic GmbH.

### 4. Despatch and Risks

The seller is entitled to choose means and route of despatch unless agreed upon otherwise in writing. The goods will be insured at the buyers charge if desired. Should a delay in delivery occur either due to the buyer or at the buyer request, the goods will be kept in stock at risk and charge of the buyer. Should this be the case, ready for despatch notice of the goods has to be taken as if goods have not been shipped.

As soon as the goods have left our warehouse and/or have been handed over to the forwarder/carrier, the risk for the goods no longer remains with Pharmacontrol Electronic GmbH.

### 5. Prices and Payment

1. The prices having been confirmed by Pharmacontrol Electronic GmbH at the time of the order are to be applied and are binding.

2. All payments are to be effected within 30 days net, provided no other terms of payment have been agreed upon in writing. Payments held back by the buyer due to claims not approved by Pharmacontrol Electronic GmbH, and also set-off of those, will not be recognised and accepted.

3. Accounting of credits and debits may only be allowed if (legally) approved of and confirmed by Pharmacontrol Electronic GmbH.

4. Right of detention is only applicable for claims resulting from one and the same transaction.

### 6. Mounting

Should the supplier have taken over the duty of installation against payment, the following is applicable: Pharmacontrol Electronic GmbH latest prices for working hours are applicable and are to be considered as agreed upon charges for overtime work as well as work on Sundays and holidays. Time of travel and time of waiting are to be considered as working time.

Travelling costs of the installing engineer(s) together with their respective luggage and tools via train or ship (Economy Class) are to be settled by the buyer.

### 7. Retention of title

1. We shall retain title to the purchase object until receipt of all claims existing at the time the contract is concluded, including all claims from subsequent orders, follow-up orders and spare parts. In the event of conduct by the buyer in breach of contract, particularly in the event of default in payment, we shall be entitled to take back the purchase object. Our taking back the purchase object shall constitute a rescission of the purchase contract. After taking back the purchase object, we shall be entitled to sell such object, and the proceeds of such sale are to be deducted from the buyer's liabilities, less reasonable selling costs.

2. The buyer shall be obligated to treat the purchase object with care; in particular, the buyer shall be obligated to insure such object adequately at the replacement value and at its own cost against fire, water and theft. If maintenance and inspection work must be performed, the buyer must perform such work in timely fashion at its own cost.

3. In the event of attachments or other third-party interference with respect to the retained goods, the buyer must notify us in writing without delay, so that we may assert our rights against the third party both in and out of court. In the event, the third party is unable to reimburse us for the costs of these court or out-of-court proceedings, the buyer shall be liable for the loss incurred by us.

4. The buyer shall be entitled to resell the purchase thing in the course of ordinary business; the buyer hereby assigns all claims to us in advance in the final invoice amount (included value-added tax) of our claim accruing to the buyer against its customers or third parties due to the resale. The buyer shall remain entitled to collect such claim even after the assignment. Our right to collect the claim ourselves shall not be prejudiced hereby. However, we hereby agree not to collect the claim so long as the buyer meets its payment obligations from the

proceeds it receives, is not in default in payment, no petition is filed for the initiation of composition or insolvency (or comparable) proceedings and no payments have been suspended. In such event, however, we may request the buyer to notify us of the assigned claims and of debtors thereof, provide all information necessary for collection, surrender the relevant documents and notify the debtor or third party of the assignment.

5. If the buyer acts in contravention of the contract, particularly as regards default of payment, the supplier is entitled to repossession after issuing a reminder with an appropriate period, and the buyer is obliged to surrender the delivery item. Assertion of retention of title as well as the attachment of the delivery item by the supplier is not deemed to be a withdrawal from the contract unless the law on consumer credit applies.

6. To the extent that the value of all the suppliers collateral security rights arising from the business relationship with the buyer exceed the value of all secured claims by more than 10 percent, the supplier will release a part of the collateral security rights at the request of the buyer; the supplier is entitled to select the collateral securities to be released.

### 8. Passage of acceptance

Despatch takes place ex-works at the buyer's risk. This applies also if and to the extent that despatch is undertaken with our own means to transport. This also applies in the event of partial deliveries or if the supplier has assumed additional costs, e.g. despatch costs or carriage or installation.

Despatched objects must be accepted by the buyer, even if they display minor faults.

Partial deliveries are permitted.

If despatch is delayed for reasons which are the responsibility of the buyer, risk passes to the buyer from the day of readiness for despatch.

### 9. Complaints and Warranty

The seller is only to be held responsible for the following:

a) The buyer's rights with respect to defects shall be contingent on proper performance of its duties to examine and provide notice of defects in accordance with § 377 of the Commercial Code. In other words, the buyer must examine the goods for defects and completeness immediately after receipt, provided such an examination is reasonable within the proper course of business activities, and provide notice of any defects to the seller without delay. In the event the buyer fails to provide such notice, the delivered goods shall be considered approved, unless the defect was not recognizable during the examination.

b) In case of justified complaints the buyer may request either repair of the faulty goods or replacement delivery.

c) The seller is entitled to be granted sufficient time and opportunity for the repair of damaged or faulty goods. He is also to be handed over the faulty article or samples of same. Should this not be done, warranty may not be granted by the seller.

d) Should the seller not adhere to the agreed extension of time for repairing the faulty goods or to supply the buyer with a replacement, or should repair or replacement of the defective goods be impossible or be rejected by the buyer, the buyer may choose between conversion or reduction of price.

e) Alterations, tampering and/or repair of the goods by the buyer will cease the seller warranty duty as well as possible consequences arising from such actions.

f) Warranty time for repairs is three months, for replacement deliveries and/or replacement performances six months. The warranty period for repairs and replacements does not exceed the general warranty period or the warranty period of pre-suppliers. Warranty period is interrupted for the time of repair and/or replacement for the good and/or parts of goods being repaired or replaced and thus not being in use.

g) Warranty period is 12 months starting with delivery date.

### 10. Indemnity

1. Pharmacontrol Electronic GmbH is to be held liable according to existing law should the buyer request indemnity due to negligence or bad intent by the seller representatives or execution aids. Should a deliberate violation of the agreed terms of business not be laid at the charge of Pharmacontrol Electronic GmbH, indemnity is limited to typical and possible presumable damages.

2. Pharmacontrol Electronic GmbH is to be held liable according to existing law should a deliberate violation of contractual terms be the reason. Should there be no deliberate violation of contractual terms, indemnity is limited to typical and possible presumable damages.

3. Liability for deliberate injury of life, body or health shall not be affected; product liability is also not affected.

4. Liability due to delay in delivery for each completed week of delay is limited to 0.5% of the total amount of the consignment, however it is not to exceed 5% of the total amount.

5. Provided no other terms have been agreed upon by the parties, further liability, regardless of any legal reason, is excluded.

6. In case of a limited or excluded liability by Pharmacontrol Electronic GmbH, limited or excluded personal liability of all Pharmacontrol Electronic GmbH employees, workers, representatives and execution aids is also to be applied.

### 11. Repairs

Should an estimate be requested before repairs are to be executed, this is to be stated expressly. Expenses for the estimate are to be paid even then when repair is not to be effected, provided buyer and seller have an existing business relationship in this respect to which the general terms of business are applicable. Should repair be effected or not is to be at the sellers discretion. The place of repair is to be the seller decision.

Numbers 10 and 11 are applicable to the seller. Costs for packing and transport are at the buyer expense.

### 12. Place of Settlement and Jurisdiction

Sole place of settlement and jurisdiction for all disputes arising from the contract is Darmstadt. This also applies to hortatory proceedings.

Existing German Law is to be applied to all contractual issues.