

# General Business Terms

## (Purchasing, Commissioning of Works and Services)

### Article 1

#### General ó area of applicability

- (1) Our Terms and Conditions (purchasing, commissioning of works and services) apply exclusively. We will not accept any contradictory or differing provisions or terms on the part of the supplier from ours unless we expressly do so in writing. Our Terms and Conditions apply even if, despite being aware of any conditions on the part of the supplier that contradict or differ from our Terms and Conditions, we accept the supplier's delivery without reservation.
- (2) Our Terms and Conditions apply for the purchase. The following rules apply accordingly for the commissioning of works and services.
- (3) Any and all agreements between us and the supplier for the purpose of performing this contract are to be recorded in writing.
- (4) Our Terms and Conditions apply only to contractors as defined in Article 310 section 4 BGB [the German Civil Code].
- (5) Our Terms and Conditions also apply to all future transactions with suppliers.

### Article 2

#### Tender ó tender documents ó amendments

- (1) The supplier is obliged to accept our order within a period of 5 working days.
- (2) We retain ownership and copyright of all illustrations, drawings, calculations and other documents. They may not be made accessible to any third parties without our explicit written consent. They are only to be used for the production based on our order. On completion of the order they are to be returned to us unprompted. They are not to be made accessible to any third parties, to which extent Article 9 (4) applies.
- (3) We may still require changes to the object of the delivery after conclusion of the order if this can reasonably be expected of the supplier, taking our interests into account. The effects of any changes to the contract are to be considered appropriately by both parties, in particular with regard to higher and lower costs and the delivery dates.

### Article 3

#### Prices ó terms of payment

- (1) The price contained in the order is binding. Unless otherwise agreed in writing, the price includes free delivery and packaging. Return of packaging requires special agreement. .
- (2) The price includes the legal rate of VAT.
- (3) Invoices can only be processed if they contain the order number in accordance with the terms of our order. The supplier will be responsible for any consequences resulting from the failure to provide this information unless he is able to prove that it was not his responsibility.
- (4) Unless otherwise agreed, we will pay the purchase price less 3% discount within 21 days of the day of delivery and receipt of the invoice, or net 30 days from receipt of the invoice.
- (5) We are entitled to the rights of offset and retention in the legal extent.

### Article 4

#### Delivery

- (1) The delivery time contained in the order is binding.
- (2) The supplier is obliged to inform us in writing and without delay if circumstances arise or become evident to him that mean that the agreed delivery time cannot be observed.
- (3) We are entitled to the statutory claims in the event of a delay in delivery. In particular, after the fruitless expiry of an appropriate deadline, we shall be entitled to request compensation instead of the performance and cancellation. Should we request compensation, the supplier will have the right to prove to us that he is not liable for this violation of duty.

### Article 5

#### Transfer of risk ó documents

- (1) Unless otherwise agreed in writing, delivery will be free.
- (2) The supplier will ensure that our order number is written accurately on all shipping documents and delivery notes. We will not be responsible for any delays in processing resulting from the failure to comply with this requirement.

### Article 6

#### Inspection for defects ó liability for defects

- (1) We are obliged to check the goods for any fluctuations in quality and quantity within a suitable period of time. The complaint must be received by the supplier within a period of 7 working days from the day the goods are received or, in the case of hidden flaws, from the time of discovery.
- (2) In the case of defective delivery by supplier Ursapharm has the right to decline the acceptance of the defective goods and to reject these goods for supplementary performance. Because of the additional processing effort at Ursapharm, Ursapharm has the right to enforce a flat fee in the amount of 150,00 € per case of damage. This only applies in case of a entitled non-acceptance. Supplier has the right to prove that there is no damage in the individual case or that the damage is lower than 150,00 €.
- (3) We are entitled to the full statutory liability claims. In any case, we are entitled, at our own discretion, to request rectification of the defect or delivery of a new item. We expressly reserve the right to claim for damages, in particular for damages instead of the performance.
- (4) If the products we order are medicinal, health care or cosmetic products, food or nutritional supplements, or are used in the manufacture of such products, the supplier will ensure that all the current relevant legal requirements and recognized rules (in particular the rules for Good Manufacturing Practice, if applicable) are observed.
- (5) The statutory period of limitation is 36 months from the day of transfer of risks, provided no other rules apply or the law calls for a longer period.

### Article 7

#### Product liability ó exemption ó liability insurance protection

- (1) If the supplier is responsible for damage to a product, he is obliged to exempt us from claims for compensation for damages from third parties upon our initial request if the cause lies within his control and organization, and he would be liable in relation to third parties.
- (2) Within the scope of his liability for claims in line with Article 1, the supplier is also obliged to reimburse any expenses as per Articles 683, 670 of the BGB or Articles 830, 840, 426 of the BGB that may arise from or in association with a product recall issued by ourselves. Provided it is feasible and reasonable, we will inform the supplier of the content and extent of the recall measures to be carried out, and give him the opportunity to comment. All other legal claims remained unaffected.
- (3) The supplier will arrange for product liability insurance of € 10 million (flat rate) for each case of personal injury / damage to property; this will not affect any further claims for damages to which we may be entitled.

### Article 8

#### Property rights

- (1) The supplier is fault-based liable for ensuring that his delivery does not violate any rights of third parties within countries of the European Union, North America or any other countries in which he manufactures the products or has them manufactured.
- (2) In the event of a claim against us by a third party, the supplier will, in the event of culpable violation of his obligations, exempt us from these claims in response to our initial written response to do so. We are not authorized to enter into any agreements, in particular a settlement agreement, with third parties without the supplier's consent.
- (3) The supplier's duty to exemption applies to all costs incurred to ourselves necessarily from or in association with the claim asserted by a third party.
- (4) Article 6 (4) applies with regard to the statute of limitations.

### Article 9

#### Retention of ownership ó supply ó tools ó confidentiality

- (1) We retain ownership over any parts we may provide for supplier. Any processing or re-shaping by the supplier is carried out on our behalf. If our retained items are processed with other items that do not belong to us, we shall acquire joint ownership of the new item in the proportion that the value of our item (purchasing price plus VAT) bears to the other processed items at the time of processing.
- (2) If the item we provide is inseparably mixed with other items that do not belong to us, we shall acquire joint ownership of the new items in the proportion that the value of the reserved item (purchase price plus VAT) bears to the other mixed items at the time of mixing. If the mixing is carried out in such a way that the supplier's item appears as the main item, it is agreed that the supplier will transfer pro rata ownership to us. The supplier will preserve sole or joint ownership at no charge to ourselves.
- (3) We retain ownership of all tools. The supplier will only use these tools for the production of the goods we ordered. The supplier will insure our tools against damage by fire, water and theft at his own expense for full replacement. At the same time, the supplier will now assign to us all claims for compensation from this insurance. We hereby accept this assignment. The supplier is obliged to carry out any maintenance and inspection work and any repairs to our tools in good time and at his own expense. He is to inform us of any disturbances without delay. Culpable failure to do so will not affect any claims for compensation.
- (4) The supplier is obliged to treat as confidential any and all illustrations, drawings, calculations and other documents and information received. They may not be made accessible to any third parties without our express consent. The obligation to confidentiality will continue after performance of this contract, and expires if and when any manufacturing knowledge contained in the provided illustrations, drawings, calculations and other documents passes into the public domain.
- (5) If the security rights to which we are entitled under the terms of Article 1 and/or 2 exceed any unpaid reserved goods by more than 10%, then at the supplier's request we shall be obliged to release the security rights at our discretion.

### Article 10

#### Place of jurisdiction ó place of fulfilment

- (1) If the supplier is a merchant, then our head office is the place of jurisdiction. However, we are also at liberty to initiate proceedings against the supplier through the court at his place of residence.
- (2) Unless otherwise stated in the order, our requested shipping address or place of use will be the place of fulfilment. In every other respect, our head office will be the place of fulfilment.

### Article 11

#### Final clauses

- (1) Should one or more of the above conditions be ineffective or unenforceable, this will not affect the remaining conditions.
- (2) The supplier is obliged to handle our personal details in accordance with the terms of the Federal Data Protection Act.
- (3) The law of the Federal Republic of Germany applies with the exception of its conflict of laws rules and the UN Sales Convention.
- (4) German is the contract language. Should the customer use another language, priority will be given to the German wording.