

General Terms and Conditions of Queisser Pharma GmbH & Co. KG, Flensburg

§ 1 General - Scope of application

1. These terms and conditions of sale shall apply exclusively; we do not recognize any terms and conditions of the customer that contradict or deviate from our terms and conditions of sale unless we have expressly agreed to their validity in writing. Our terms and conditions of sale shall also apply even if we carry out delivery to the customer without reservation, knowing that the customer's terms and conditions of sale conflict with or deviate from our terms and conditions of sale.
2. Our terms and conditions of sale apply only to companies within the meaning of Section 310 paragraph 1 BGB (German Civil Code).
3. Our terms and conditions of sale also apply to all future business with the customer.

§ 2 Conclusion of the Contract

1. The customer's order is a binding offer. We can accept this offer at our discretion within 2 weeks by sending an order confirmation or by sending the ordered goods to the customer within this period. We reserve the right to inform the customer within this period that we reject his order.
2. Our offers are subject to confirmation and non-binding unless we have expressly designated them as binding. Contracts, in particular the agreed delivery time, are subject to deliveries to us by the supplier with whom we have concluded a covering transaction. We undertake to inform the customer immediately if the ordered goods cannot be purchased from our supplier. Payments already made will be refunded immediately in such a case.

§ 3 Obligation of the customer to comply with the Medicinal Products Act, the Medical Devices Act and the Foodstuffs Act; export to third countries

1. Our products may only be supplied by authorized dealers. For example, medicines which are only available in pharmacies and products sold exclusively in pharmacies may only be dispensed by pharmacies. Medicines which are also available elsewhere may only be sold in pharmacies, drugstores and retail stores, provided that a person is available in these shops who has the proven expertise necessary in accordance with Section 50 AMG.
2. The dispatch of medicines to end consumers also requires an official authorization in accordance with Section 43 AMG.
3. The customer undertakes to strictly comply with the applicable regulations in each case - in particular the regulations of The Act on Medical Devices and pharmaceutical and food law. The customer also undertakes to comply with the conditions in Section 3 paragraph 1 of these General Terms and Conditions in their currently valid version.
4. Products delivered by us to customers based in Germany comply with the guidelines and legal requirements applicable in Germany, in particular the approval criteria applicable in Germany and the regulations applicable in Germany regarding the language to be used for labeling and instructions, unless expressly agreed otherwise in the contract. The products are meant for delivery to users in Germany. The export of products

supplied by us to a third country is the sole responsibility of the customer. We are not liable for the marketability and/or legal conformity of the products in a country other than Germany. If it has been contractually agreed that the products may be marketed in a country other than Germany, we shall not be liable for the marketability and/or legal conformity of the products in a country other than the country for which marketability has been agreed. In the event of export to a third country, the customer shall be solely responsible for the proper handling of the products, in particular storage, delivery to end consumers and resale, in accordance with the regulations applicable in the third country. This includes compliance with the legal requirements for medicinal products, medical devices, foodstuffs/nutritional supplements and cosmetics applicable in the respective country.

§ 4 Prices, price increase, payment, limitation of offsetting and of the Right of Retention

1. Unless the order confirmation states otherwise, our prices shall apply ex-works (incl. license fee Dual System Germany - License Number 1372700). Deliveries abroad shall be made FCA (Incoterms 2020). In the case of direct delivery to a sales outlet (with delivery of goods to the end customer) the minimum order value is €3.000. In the case of delivery to a warehouse (with delivery of goods to the end customer) the minimum order value is €3.000. If the minimum order value is not reached, we will charge the respective shipping costs. If the parties have agreed upon free delivery, the shipping costs are not applicable. Section 447 of the German Civil Code (BGB) remains unaffected.
2. If the Subject Matter of the Contract is the repeated delivery of goods for a period of more than four months after conclusion of the contract, we shall be entitled to base our shipping costs for our deliveries, which, according to the contract, are to be delivered more than four months after conclusion of the contract on the list prices valid at the time of the intended delivery (minus agreed price conditions in each case). If this increases the total final price of the order by more than 5%, the customer may terminate the contract without notice and withdraw from the order, which would have to be executed at the increased price.
3. VAT is not included in our prices. It will be shown separately on the invoice at the statutory amount on the day of delivery.
4. The payment period is 30 days from the date of invoice without deduction. In the case of SEPA direct debits, we will indicate the amount to be collected, debit date, our creditor identification number and mandate reference on our invoices one day before the debit date at the latest.
5. The customer shall only be entitled to offset rights if his counterclaims are legally established, undisputed or acknowledged by us. Additionally, he shall only be entitled to exercise a right of retention insofar as his counterclaim is based on the same contractual relationship.
6. Our packaging is subject to a sorting system in France. EPR registration number (Unique identifier): FR241199_01OHHV

§ 5 Delivery period, partial deliveries, default of acceptance

1. Delivery dates or deadlines are only binding if they have been

expressly agreed as binding.

2. We shall be entitled to partial deliveries and partial services at any time, insofar as this is reasonable for the customer.
3. If the customer is in default of acceptance, we shall be entitled to demand compensation for the resulting damage and any additional expenses. The same applies if the customer culpably violates his obligation to cooperate.

§ 6 Warranty / Liability

1. The customer's rights arising from product defects presuppose that the customer has duly complied with his duties to inspection and objection in accordance with Section 377 HGB (German Commercial Code).
2. Insofar as there is a defect in the object of sale, we shall be entitled to choose between subsequent performance in the form of rectification of defects or delivery of a new defect-free object. In the event of supplementary performance, we shall be obliged to bear all expenses necessary for the purpose of remedying the defect, in particular transport, travel, labor and material costs, insofar as these have not increased by the fact that the object of purchase has been brought to a place other than the place of performance.
3. If the supplementary performance fails, the customer is entitled to choose between withdrawal from the contract or a reduction in price.
4. We shall be liable in accordance with statutory provisions insofar as the customer asserts claims for damages based on intent or gross negligence, including intent or gross negligence on the part of our representatives or vicarious agents. Insofar as we are not accused of deliberate violation of contract, our liability for damages shall be limited to the foreseeable, typically occurring damage.
5. We shall be liable in accordance with the statutory provisions insofar as we culpably violate an essential contractual obligation; in such cases, however, the liability for damages shall be limited to the foreseeable, typically occurring damage.
6. Insofar as the customer is otherwise entitled to compensation for damage instead of performance due to a negligent breach of duty, our liability shall be limited to compensation for foreseeable, typically occurring damage.
7. The liability due to culpable injury to life, body or health remains unaffected; this also applies to contractually indispensable liability in accordance with the product liability law or with the pharmaceutical law.
8. Unless otherwise agreed above, liability is excluded.
9. The limitation period for warranty claims is 24 months, calculated from the date of transfer of risk. This shall not affect the limitation period for recovering from the supplier as provided for under Section 478, 479 German Civil Code (BGB); the limitation period is 5 years, calculated from the date of delivery of the defective item.

§ 7 Retention of Title

1. We reserve the right to the ownership of the object of sale until receipt of all payments resulting from the business relationship

with the customer. In the case of behavior that is in breach of contract on the part of the customer, we shall be entitled to take back the object of sale. After we have taken back the object of sale, the contract shall be deemed to have been cancelled. After taking back the object of sale, we shall be entitled to sell the object of sale; the amount realized from the sale shall then be offset against the liabilities of the customer's reasonable sales costs.

2. The customer undertakes to treat the object of sale with care; in particular, he is obliged to insure it at his own expense against damage caused by fire, water and theft at replacement value.
3. In the event of seizures or other interventions by third parties, the customer must inform us immediately in writing so that we can take legal action in accordance with Section 771 German Code of Civil Procedure (ZPO). Insofar as the third party is not in a position to refund to us the judicial and extrajudicial costs of legal action pursuant to Section 771 of the German Code of Civil Procedure (ZPO), the customer shall be liable to us for the loss incurred by us.
4. The customer is entitled to resell the object of sale in the ordinary course of business; however, he already assigns to us now all debt claims in the amount of the invoiced amount (including value added tax) of our debt claim which accrue to him from the resale against his customers or third parties, regardless of whether the object of sale has been resold without or after processing. The customer also remains entitled to collect this debt after assignment. Our authorization to collect the debt claim ourselves remains unaffected by this. However, we undertake not to collect the debt claim as long as the customer meets his payment obligations from the collected proceeds, makes default in payment. In particular no application has been submitted for the commencement of insolvency proceedings and payments have not been suspended. However, if this is the case, we may require that the customer provides us with information concerning the assigned claims and the associated debtors, as well as all information required for collection, and that he or she surrenders the relevant documents and informs the debtors of the assignment.
5. We undertake to release the securities to which we are entitled at the customer's request to the extent that the realizable value of our securities exceeds the claims to be secured by more than 10 %; we are responsible for selecting the securities to be released.

§ 8 Assignability

We are entitled to assign the claims from our business relationship.

§ 9 Applicable Law

1. Place of performance and exclusive place of jurisdiction is our registered office in Flensburg. However, we are also entitled to sue the customer at his place of residence and/or business.

Flensburg, 01.01.2024