

General Terms and Conditions of Sale of Buchler GmbH

Harxbütteler Str. 3
38110 Braunschweig
(Status 01.08.2024)

1. Scope of application

- 1.1. The following General Terms and Conditions of Sale (hereinafter referred to as "GTCS") shall apply to all contracts concluded with Buchler GmbH (hereinafter referred to as "Buchler" or "we") for the sale and/or delivery of goods, in particular active pharmaceutical ingredients, flavors for the food industry and substances for synthesis solutions (hereinafter referred to as "Products") by Buchler and related offers. These GTCS are an integral part of all contracts that Buchler concludes with business partners, namely entrepreneurs (Section 14 of the German Civil Code (BGB)), legal entities under public law or a special fund under public law as customers for the purchase/delivery of Products (hereinafter: "you" or "Buyer"). They shall also apply to all future sales / deliveries or offers to Buyers, even if they are not separately agreed again.
- 1.2. These GTCS shall apply exclusively. Buchler hereby expressly rejects any General Terms and Conditions of the Buyer. Deviating, conflicting or supplementary General Terms and Conditions of the Buyer shall not become part of the contract even if the Buyer places orders with reference to its General Terms and Conditions and Buchler does not expressly object to them again. The Buyer's General Terms and Conditions shall only apply if their applicability has been confirmed by us in writing.
- 1.3. Individual agreements take precedence over the GTCS.
- 1.4. References to the applicability of statutory provisions are for clarification purposes only. Even without such clarification, the statutory provisions shall therefore apply unless they are directly amended or expressly excluded in these GTCS.

2. Conclusion of contract, scope and content of the contracts

- 2.1. Upon request, we will send you an offer for the requested Products. These offers are subject to change (in German: *freibleibend*) and non-binding.
- 2.2. An order of Products by the Buyer shall be deemed to be a binding offer to conclude a contract. Orders must be sent to us in writing (fax or e-mail shall suffice). Unless otherwise stated in the order, we are entitled to accept this contractual offer within one (1) week of its receipt by us.
- 2.3. Acceptance can be declared either in writing (e.g. by means of an order confirmation (hereinafter also referred to as "Order Confirmation"); text form is sufficient) or impliedly by delivery of the Products to the Buyer.
- 2.4. The scope and content of a contract shall be determined by the agreements made, including the Buyer's offer, Buchler's declaration of acceptance and these GTCS.

3. Prices

Unless otherwise agreed in individual cases, prices are in Euros plus the applicable statutory VAT and plus transportation or shipping costs.

4. Terms of delivery, place of performance, shipping, transfer of risk, default of acceptance

- 4.1. Buchler's registered seat shall be the place of performance (in German: *Erfüllungsort*) for the delivery and any subsequent performance.
- 4.2. Unless otherwise agreed, delivery of the Products shall be made EXW ("ex works", Incoterms) Buchler GmbH, Harxbütteler Str. 3, 38110 Braunschweig. At the request and expense of the Buyer, the goods may be shipped to another destination (Sale Shipment; in German: *Versendungskauf*).
- 4.3. The place of performance for the delivery shall not be affected by the bearing of the transportation costs, irrespective of the legal grounds and extent.
- 4.4. We are entitled to determine the type of shipment (in particular transport company, shipping method, shipping route, packaging) ourselves.
- 4.5. The agreed Incoterms shall apply to the terms of delivery. In the case of Sale Shipment, the risk of accidental loss and accidental deterioration of the Products as well as the risk of delay shall pass to the Buyer upon delivery of the Products to the forwarding agent (in German: *Spediteur*), carrier (in German: *Frachtführer*) or other person or institution designated to carry out the shipment, unless otherwise stipulated in the agreed Incoterms. Otherwise, the risk of accidental loss and accidental deterioration of the Products shall pass to the Buyer upon handover at the latest. Default of acceptance by the Buyer shall have the same effect as handover or acceptance.
- 4.6. Buchler shall be entitled to make partial deliveries insofar as this is reasonable for the Buyer, in particular insofar as these can be used by the Buyer within the scope of the contractual purpose, the delivery of the remaining Products is ensured and the Buyer does not incur any significant additional work or additional costs as a result, unless Buchler agrees to bear these costs.
- 4.7. If the Buyer is in default of acceptance, fails to cooperate or if our delivery is delayed for other reasons for which the Buyer is responsible, we shall be entitled to demand compensation for the resulting damage including additional expenses (in particular storage costs and costs for additional transportation). For this purpose, we will charge a lump-sum compensation of 0.25% of the invoice amount of the Products to be stored per expired week up to a maximum amount of 5% of the invoice amount. Proof of higher damages as well as our statutory claims (in particular reimbursement of additional expenses, reasonable compensation, withdrawal) shall remain unaffected; however, the lump-sum shall be offset against further monetary claims. The Buyer shall be entitled to prove that we have incurred no or only a significantly lower loss than the above lump-sum.

5. Deadline for deliveries, delay in delivery

- 5.1. Fixed-date transactions (in German: *Fixgeschäfte*) are not entered into. Delivery times are only approximate unless they have been expressly agreed as binding.
 - 5.2. The non-binding delivery period shall be stated in Buchler's respective offer and the non-binding delivery date corresponding to the delivery period shall be stated in the Order Confirmation.
 - 5.3. Four (4) weeks after exceeding a non-binding delivery period, the Buyer may request us in writing to deliver within a reasonable period of time.
 - 5.4. If a delivery period has been exceptionally expressly agreed as binding, compliance with an agreed delivery date shall be subject to the Buyer's timely fulfillment of all obligations assumed towards Buchler (in particular the provision of necessary documents (such as permits) and, if an advance payment has been agreed, their receipt by Buchler). If these requirements are not met in time, the delivery period shall be extended accordingly.
 - 5.5. If we are unable to meet non-binding or binding delivery deadlines for reasons for which we are not responsible ("Non-availability of Performance"), we shall inform the Buyer immediately and at the same time inform the Buyer of the expected new non-binding or binding delivery deadline. If delivery of the Products is also not possible within the new non-binding or binding delivery period, we shall be entitled to withdraw from the contract in whole or in part; we shall immediately reimburse any consideration already paid by the Buyer. Non-availability of Performance exists, for instance, in the event of late delivery by our suppliers, if we have concluded a congruent hedging transaction (in German: *kongruentes Deckungsgeschäft*), in the event of other disruptions in the supply chain, for example due to force majeure (see Section 10) or if we are not obliged to procurement in individual cases.
 - 5.6. The occurrence of our delay in delivery shall be determined in accordance with the statutory provisions. In any case, however, a dunning notice (in German: *Mahnung*) from the Buyer is required. If we are in default of delivery, the Buyer may demand lump-sum compensation for the damage caused by the delay. The lump-sum compensation shall amount to 0.5% of the net price for each completed calendar week of delay, up to a maximum of 5% of the net price of the Products delivered late. We reserve the right to prove that the Buyer has suffered no damage at all or only significantly less damage than the above lump sum. This above lump-sum compensation for damages caused by delay shall not apply if the delay is due to intentional or grossly negligent conduct on the part of Buchler.
 - 5.7. Claims for damages by the Buyer based on a delay in delivery are excluded in accordance with section 8.
 - 5.8. The rights pursuant to Section 9, the rights of the Buyer pursuant to Section 7 and our statutory rights, in particular in the event of an exclusion of the obligation to perform (e.g. due to impossibility or unreasonableness of performance), shall remain unaffected.
- ### 6. Terms of payment, offsetting and right of retention, default of payment, prohibition of assignment
- 6.1. Unless otherwise agreed, payments shall be made to Buchler's account specified on the invoice within fifteen (15) days from invoicing at the latest. Products shall be dispatched on the day of invoicing at the latest. A cash discount deduction (in German: *Skontoabzug*) is not permitted.
 - 6.2. In the case of orders from new customers, we shall be entitled to make a delivery in whole or in part subject to advance payment; the same shall apply within the framework of an ongoing business relationship, in particular if reasons are apparent that our claim to the purchase price is jeopardized by the respective Buyer's inability to pay (e.g. by an application to open insolvency proceedings). A respective reservation must be declared at the latest with the Order Confirmation.
 - 6.3. Upon expiry of the payment period defined in Section 6.1, the Buyer shall be in default. During the period of default, interest shall be charged on the purchase price at the applicable statutory default interest rate. We reserve the right to claim further damages for default. Whether payment is made in time shall be determined exclusively by the date on which we receive the payment.
 - 6.4. In the event of default in payment, Buchler shall be entitled to perform outstanding deliveries or services only subject to advance payment or the provision of security or to withdraw from the contract after the unsuccessful expiry of a reasonable grace period or the dispensability of setting a grace period.
 - 6.5. If it becomes apparent after conclusion of the contract (e.g. through an application for the opening of insolvency proceedings) that our claim to the purchase price is jeopardized by the Buyer's inability to pay, we shall be entitled to refuse performance in accordance with the statutory provisions and - if necessary after setting a grace period - to withdraw from the contract (Section 321 BGB).
 - 6.6. The Buyer may only offset our claims against legally established or undisputed counterclaims and only exercise rights of retention (in German: *Zurückbehaltungsrechte*) if the counterclaim arises from the same contract.
 - 6.7. The Buyer is not authorized to assign its contractual rights to third parties without the express written consent of Buchler; Section 354a of the German Commercial Code (*HGB*) remains unaffected. This exclusion of assignment shall not apply if Buchler has no interest worthy of protection in the exclusion of assignment or if the Buyer's legitimate interests in the assignability of the right outweigh Buchler's interest worthy of protection in the exclusion of assignment.
- ### 7. Retention of title, insurance of Products subject to retention of title
- 7.1. Until all payments under the contract have been received, the delivered Products are reserved Products to which Buchler retains title in accordance with Section 449 para. 1 BGB. In the event of breach of contract by the Buyer, in particular non-payment of the purchase price due, Buchler shall be entitled to withdraw from the contract in accordance with the statutory provisions and/or to demand the return of the reserved Products on the basis of the retention of title. In this case, the Buyer is obliged to surrender the goods. The demand for return does not at the same time include the declaration of withdrawal; Buchler is rather entitled to merely demand the return of the goods and reserve the right to withdraw from the contract. If the Buyer does not pay the purchase price due, Buchler may only assert these rights if the Buyer has previously been set a reasonable deadline for

- payment without success or if such a deadline is dispensable under the statutory provisions.
- 7.2. The Buyer is obliged to treat the reserved Products with care and to insure them appropriately at his own expense against all usual risks, in particular theft, fire, water, climate and temperature damage, within the scope of what is economically reasonable.
- 7.3. The Buyer shall notify Buchler immediately in writing in the event of seizure or other interference by third parties with the reserved Products. The Buyer shall be liable to Buchler for the loss incurred if the third party is incapable to reimburse Buchler for any judicial and extrajudicial costs.
- 7.4. The Buyer is not entitled to pledge the reserved Products to third parties or to assign them as security. However, he may process and sell them in the regular course of business.
- 7.5. Buchler undertakes to release the securities to which Buchler is entitled at the Buyer's request insofar as their value exceeds the claims to be secured - insofar as these have not yet been settled - by more than 10%.
- 8. Warranty claims of the Buyer**
- 8.1. The statutory provisions shall apply to the Buyer's rights in the event of defects in material and defects of title (including false and short delivery as well as improper assembly/installation or defective instructions), unless otherwise specified below.
- 8.2. The characteristics of samples and specimens are only binding if expressly agreed in writing. The information and data contained in data sheets, brochures or other advertising and information material shall be regarded as a guideline and shall only become a binding part of the contract if this has been expressly agreed in writing. Quality and durability descriptions shall only be deemed to be guarantees (in German: *Garantie*) if they are expressly designated as such.
- 8.3. If a certificate of analysis (CoA) exists for a Product, the information provided therein shall be deemed to be the agreed quality of the Product. In this respect, the restrictions set out in Section 8.2 shall not apply.
- 8.4. Insofar as the quality has not been agreed, it shall be assessed in accordance with the statutory provisions whether a defect exists or not (Section 434 para. 3 BGB). Public statements made by us and, if we are not the manufacturer of the Products, by the manufacturer or on our / its behalf, in particular in advertising or on the label of Products, shall take precedence over statements made by other third parties.
- 8.5. In principle, we are not liable for defects the Buyer is aware of or is grossly negligent in not being aware of when the contract is concluded (Section 442 BGB).
- 8.6. The delivered Products must be carefully inspected immediately after delivery to the Buyer or to the third party designated by the Buyer. With regard to obvious defects or other defects that would have been recognizable during an immediate, careful inspection, Products shall be deemed to have been approved by the Buyer if we do not receive a written notice of defects within five (5) working days upon delivery and with regard to defects not recognizable during an inspection within the same period from discovery.
- 8.7. If the delivered Product is defective, we may choose whether we provide subsequent performance by remedying the defect (rectification) or by delivering a defect-free Product (replacement delivery). If the kind of subsequent performance chosen by us is unreasonable for the Buyer in the individual case, the Buyer may reject it. Our right to refuse subsequent performance subject to the statutory conditions remains unaffected.
- 8.8. We are entitled to make the subsequent performance owed conditional on the Buyer paying the purchase price due. However, the Buyer is entitled to retain a reasonable part of the purchase price in proportion to the defect.
- 8.9. In the event of complaints, the Buyer shall immediately give us the opportunity to inspect the Products subject to the complaint; at our request, the Products or parts thereof that are subject to the complaint shall be made available to us.
- 8.10. The Buyer shall give us the time and opportunity required for the subsequent performance owed. In the event of a replacement delivery, the Buyer shall return the defective Product to us at our request in accordance with the statutory provisions; however, the Buyer shall not be entitled to return the Product.
- 8.11. We shall bear or reimburse the expenses necessary for the purpose of inspection and subsequent performance, in particular transport, travel, labor and material costs, in accordance with the statutory provisions and these GTCS, if a defect actually exists. Otherwise, we may demand reimbursement from the Buyer for the costs incurred as a result of the unjustified request to remedy the defect if the Buyer knew or could have recognized that there was in fact no defect.
- 8.12. Claims by the Buyer for reimbursement of expenses pursuant to Section 445a para. 1 BGB are excluded unless the last contract in the supply chain is a sale of consumer goods (Sections 478, 474 BGB; in German: *Verbrauchsgüterkauf*).
- 9. Liability**
- 9.1. Unless otherwise stated in these GTCS, including the following provisions, we shall be liable in the event of a breach of contractual and non-contractual obligations in accordance with the statutory provisions.
- 9.2. We shall be liable for damages - irrespective of the legal grounds - within the scope of fault-based liability in cases of intent and gross negligence. In the event of simple negligence, we shall only be liable, subject to statutory limitations of liability (e.g. diligence in one's own affairs; insignificant breach of duty), for
- damages resulting from injury to life, body or health,
 - damages arising from the breach of an essential contractual obligation (an obligation whose fulfillment is essential for the proper execution of the contract and on whose compliance the contractual partner regularly relies and may rely); in this case, however, our liability is limited to compensation for the foreseeable, typically occurring damage.
- 9.3. The limitations of liability resulting from Section 9.2 shall also apply to third parties and in the event of breaches of duty by persons whose fault we are responsible for in accordance with statutory provisions. They shall not apply if a defect has been fraudulently concealed or a guarantee for the quality of the Products has been assumed and for claims of the Buyer under the Product Liability Act.
- 9.4. The Buyer may only withdraw from the contract due to a breach of duty that does not consist of a defect if we are responsible for the breach of duty.
- 10. Force majeure**
- 10.1. Neither party shall be liable for the non-fulfillment of its contractual obligations if the non-fulfillment is due to an interference beyond its control (force majeure). The same shall apply to non-performance by Buchler's suppliers due to force majeure.
- 10.2. Force majeure within the meaning of this contract shall include, but not be limited to: (a) (imminent) war or civil war, armed conflict, insurrection, terrorism, (b) fire, (c) natural disasters such as floods, storms, etc. (d) pandemic/epidemic, (e) general shortage of labor (in German: *Arbeitskraft*), energy or raw materials or equipment or materials that cannot be procured, (f) restrictions on energy consumption, (g) decisions by legislators or governments, embargoes, export and import restrictions on delivery or shipment, (h) strike, lockout or other forms of industrial action (affecting both own and third party employees), (i) accidents, (j) confiscation, (k) disruptions to sales/production beyond attributable control.
- 10.3. If a Party fails to perform one or more of its contractual obligations due to a default by a third party it has engaged to perform all or part of the contract, that party may invoke force majeure event only to the extent that the requirements for assuming the occurrence of a force majeure event, as defined in Sections 10.1 and 10.2, apply not only to the party but also to the third party.
- 10.4. Force majeure cannot be invoked as a reason for late payment.
- 10.5. The affected party must notify the other party immediately of the force majeure event, stating the expected duration.
- 10.6. The affected party is obliged to take all reasonable measures to remedy the force majeure and limit its effects.
- 10.7. In the event of an impediment to performance in accordance with this Section 10 for a period of more than 2 months, each of the parties to the respective contract concerned shall be entitled to withdraw from the respective contract.
- 11. Statute of limitations**
- 11.1. Notwithstanding Section 438 para. 1 no. 3 BGB, the general limitation period for claims arising from material defects and defects of title is one year from delivery.
- 11.2. The above limitation period shall also apply to contractual and non-contractual claims for damages of the Buyer which are based on a defect of the Products, unless the application of the regular statutory limitation period (Sections 195, 199 BGB) leads to a shorter limitation period in individual cases. The Buyer's claims for damages pursuant to Section 9.2. a) and pursuant to the Product Liability Act shall become time-barred exclusively in accordance with the statutory limitation periods.
- 12. Applicable law, place of jurisdiction**
- 12.1. These GTCS and all legal relations between the Buyer and Buchler shall be governed by the laws of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods.
- 12.2. The place of jurisdiction for all disputes arising from or in connection with contracts concluded with Buyers domiciled in the Federal Republic of Germany shall be Braunschweig. Overriding statutory provisions, in particular regarding exclusive jurisdiction, remain unaffected by this.
- 12.3. All disputes arising out of or in connection with contracts concluded with Buyers not domiciled in the Federal Republic of Germany shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce (ICC) by one or more arbitrators appointed in accordance with these Rules, without recourse to the ordinary courts of law. The place of arbitration shall be Hamburg. The applicable substantive law is German law. The language of the proceedings shall be English.
- 13. Final provisions, whistleblowing**
- 13.1. In case of doubt, trade terms shall be interpreted in accordance with the Incoterms issued by the International Chamber of Commerce in Paris (ICC) in the version valid at the time of conclusion of the contract.
- 13.2. Legally relevant declarations and notifications by the Buyer in relation to the contract (e.g. setting a deadline, notification of defects, withdrawal or reduction) must be made in writing (text form is sufficient). Statutory formal requirements and further evidence, in particular in the event of doubts about the legitimacy of the declaring party, shall remain unaffected.
- 13.3. Buchler collects, processes and uses personal data to the extent necessary to process your order and in accordance with the provisions of the General Data Protection Regulation. Our declarations on the General Data Protection Regulation can be found on our website www.buchler-gmbh.com (Data Protection Information).
- 13.4. It is possible to report observed violations of the law to Buchler via our website www.buchler-gmbh.com Whistleblowing System).
- 13.5. Insofar as the contract or these GTCS contain loopholes, the legally effective provisions that the contracting parties would have agreed in accordance with the economic objectives of the contract and the purpose of these GTCS if they had been aware of the loophole shall be deemed to have been agreed to fill these loopholes.
- 13.6. The German version of the GTCS is merely a translation for the information of the Buyer. In the event of contradictions between the English and German versions, the English text shall therefore take precedence.
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