DESITIN

General Terms and Conditions of Purchase

(valid as of November 1st, 2025)

1. Application

1.1 These General Terms and Conditions of Purchase of **Desitin Arzneimittel GmbH** (hereinafter "***we***") shall apply in business relations with companies (§14 *Bürgerliches Gesetzbuch*, the German Civil Code, the "**BGB**"), legal persons under public law, or public investment funds (*öffentlich-rechtliche Sondervermögen*) to all legal transactions with our suppliers or contractors (hereinafter "***you***").

1.2 We order and purchase goods and services exclusively on the basis of the agreements entered into with you on an individual basis, as well as on the basis of these General Terms and Conditions of Purchase. Differing, conflicting, or supplemental general terms and conditions shall not apply unless we have approved their applicability in writing by express reference thereto. This also applies to general terms and conditions set forth in your offer letters, order confirmations or other correspondence, even if we make reference thereto. Nor shall such general terms and conditions become part of the agreement based on our order, your order confirmation, or our unconditional acceptance or payment for goods or services.

1.3 In ongoing business relationships, these General Terms and Conditions of Purchase shall apply in their then current form to all future deliveries and services to us without us being required to refer to them in each case. We will inform you immediately of any changes to our General Terms and Conditions of Purchase; you may object to their validity in writing within two (2) weeks of notification.

1.4 References to the validity of legal regulations are made only for reasons of clarification. Even without such clarification, the statutory provisions shall therefore apply, unless they are directly amended or expressly excluded in these General Terms and Conditions of Purchase.

2. Conclusion of a Contract and Amendments

2.1 Our orders, contracts, and delivery requests shall be binding only to the extent they are made by us in writing or are confirmed in writing after an order given orally or by telephone; the contents of the written confirmation shall be decisive. The same shall apply to amendments and modifications of the order as well as oral agreements and side agreements prior to or upon entering into the agreement.

2.2 You shall inspect our orders immediately for identifiable errors (e.g., clerical or computational errors) ambiguities, incompleteness, or unsuitability of the selected specification for the intended use, and shall inform us immediately prior to acceptance and confirmation regarding modifications or clarifications; otherwise, the contract is deemed not entered into.

2.3 A contract shall come into existence if, without undue delay, you accept our order, and with binding indication as to price and shipping date, as well as order date and order number, no later than two (2) weeks after receipt by means of a written order confirmation. Receipt by us of the order confirmation shall be controlling for the timely acceptance. Upon expiration of this period, we shall no longer be bound to the order.

2.4 An order confirmation that deviates from our order, particularly with respect to price, delivery time, delivery quantity or production, or is delayed according to Section 2.3 shall constitute a new offer binding upon you that we can accept in accordance with Section 2.1.

2.5 The provisions of Section 13.1 shall apply without limitation to our inquiries, orders and any documents or items attached thereto or referenced therein, even if we cannot reach agreement with you regarding the respective delivery or service and to such extent that no contract comes into existence.

2.6 The written contract entered into, alone, shall govern as it relates to the legal relationship of the parties, including these General Terms and Conditions of Purchase. These shall fully and conclusively reflect all agreements of the parties with respect to the subject matter of the contract. In cases of doubt, no oral agreements have been concluded.

3. Schedules and Deadlines, Delay

3.1 The schedules and deadlines indicated in our order or otherwise agreed to for your deliveries and services shall be binding and shall refer to the date of arrival at the place indicated in our order.

3.2 You undertake to adhere strictly and precisely to dates and deadlines. This also includes that you - insofar as this is economically reasonable - choose a faster mode of transportation in consultation with us in order to ensure timely delivery or at least the least possible delay. You shall bear the resulting additional costs, provided that you are responsible for the delay.

3.3 We may refuse early deliveries and return them at your cost and risk of loss or store them with us or a third party for the period of time until the agreed-upon delivery date. The agreed-upon delivery date shall remain determinative with respect to the maturity of the claim for payment.

3.4 In the event you fail to make a delivery or provide a service, such delivery or service is not made in a timely manner, or you fall behind schedule, we shall be entitled without limitation to statutory claims, including the right to withdraw and a claim for damages in lieu of performance upon the unsuccessful expiration of a reasonable grace period. We shall not waive our claims by unconditionally accepting late deliveries or services.

3.5 If circumstances occur or are foreseen that could prevent timely delivery or service, you shall notify us in writing without undue delay, indicating the reasons and the likely duration of the delay. The date of default and our rights and claims under Section 3.4 shall not be affected.

4. Force Majeure

4.1 Force majeure, labor disputes, disturbances, official government measures, and other unforeseeable, unavoidable, and serious events shall release the parties from their performance duties for the duration of the disruption and to the extent of their effect. The parties shall be obligated to the extent practicable to immediately provide required information and to adapt their obligations to the changed circumstances in good faith.

4.2 We shall be released from the obligation to accept ordered deliveries or services and—notwithstanding our other rights—we shall be entitled to withdraw from the contract partially or in full if and to the extent that disruptions pursuant to Section 4.1 are of a significant duration and that as a result the delivery or service is—from an economic perspective—no longer utilizable for us, or our requirements have been reduced due to other necessary procurement.

5. Delivery and Passage of Risk

5.1 You shall assume the risk of procurement for your deliveries and services unless otherwise provided on a case-by-case basis (such as the sale of in-stock items).

5.2 Partial or advanced deliveries as well as excess or short deliveries are not permitted unless we have expressly consented to them in advance. In the event of an agreed-upon advanced or partial delivery, the remaining quantity left over shall be accounted for in the shipping documents separately.

5.3 Each delivery or service shall be made at the receiving point (place of destination); in the event no such place is indicated, the place of destination shall be our headquarters. The place of destination shall also be the place of performance (*Bringschuld*).

5.4 To the extent not otherwise provided as an exception, deliveries shall be made at your cost, free of all expenses. In such case, you may choose the mode of transport. You shall bear the additional costs of any expedited transport required to make timely delivery.

5.5 If, as an exception, we have agreed on an individual contractual basis to assume transportation costs (pricing terms ex works or warehouse), transport must be performed for each at the lowest costs to the extent we have not given instructions to use a particular type of transport. In the event of non-compliance, you shall bear the higher costs.

5.6 The risk of accidental loss or damage shall not pass until after proper delivery, unloading, and transfer to us at the place of performance. This shall also apply if it has been agreed that we shall assume the transport costs. To the extent an acceptance is agreed to, the acceptance given shall be controlling as it relates to passage of risk.

5.7 You shall be obligated to take out transport insurance at your own cost in a reasonable amount prior to carrying out the transport, unless, in exceptional cases, we assume the transport costs.

5.8 Each delivery must contain the agreed-upon accompanying documentation, including, but not limited to, a bill of lading, and notice given to us without undue delay upon dispatch via a notice of shipment. The notice of shipment and bill of lading shall identify the delivery as precisely as possible, organized by type, quantity, and weight, and indicating thereby the complete characters and numbers of the order, material number(s) and batch number(s).

5.9 If proper shipping documents are missing (including, but not limited to, the notice of shipment and bill of lading) or are incomplete, we shall not be responsible for the delays that result therefrom in processing and payment. Should in such case the quantities or sizes delivered be controlling with respect to compliance with the contract or to payment (pieces or weight) the numbers ascertained by us upon receipt of the delivery—subject to any other proof—shall apply.

5.10 To the extent not otherwise agreed as an exception, goods may be delivered to our headquarters by truck only from Monday to Thursday between 7 a.m. and 3:30 p.m., and Friday between 7 a.m. and 3 p.m. Time slots for deliveries of goods must be reserved in advance via the website at www.cargoclix.com/desitin.

5.11 Applicable law shall apply to the occurrence of our acceptance of default. You must expressly offer us your delivery or service even if a determined or determinable calendar date is agreed to for action or cooperation on our part (e.g. provision of material). In the event we are in default of acceptance, you may demand reimbursement of your additional expenditures pursuant to statute (§ 304 BGB). If the item to be delivered is a non-fungible good to be manufactured by you (individual fabrication), you shall be entitled to further going rights only in case we have agreed to cooperate and are liable for failing to do so.

5.12 You shall have a right of offset or retention only for counterclaims that have been legally established or are uncontested.

6. Packaging, Declaration

6.1 You shall be responsible to ensure the shipping of all delivery items are properly packaged and declared, in a manner suitable for transport and carriage, and that in this regard, all legal and contractually agreed-upon provisions are complied with for the delivered products and the respectively chosen method of transport.

6.2 All delivery items shall be packed in a manner that protects them from damage during transport. Consideration shall be given to the conservation of energy and resources in selecting the packaging. The amount of packaging shall be kept to a minimum.

6.3 Packaging shall be included in the agreed-upon price. If otherwise agreed to as an exception, packaging shall be charged to us at the demonstrated cost price to you.

6.4 You are obligated to take back packaging at your own cost and/or properly dispose of it. The place of performance for the retrieval of packaging is the place of transfer of the delivery.

6.5 Costs and damage incurred by us due to improper packaging or due to disregarding legally mandated or contractually agreed-upon shipping, packaging, or declaration rules or regulations shall be charged to you, provided you are at fault therefor. You shall also release us to such extent with respect to the claims of third parties.

7. Quality and Nature of Deliveries and Services

7.1 Ordered deliveries shall be made and services shall be performed to correspond to the intended use, the agreed-upon specifications, as well as the state of the art, applicable law, technical norms and generally recognized rules and regulations of government agencies, trade associations, and professional associations. Accordingly, deliveries and services shall, in particular,

(a) exhibit the specifications in accordance with our order and the documents set forth therein (e.g., drawings, descriptions, samples, data sheets or sales literature), regardless of whether they originate from you, us or a third party;

(b) be free from foreign objects of any kind, including contamination and animals;

(c) correspond to the requirements of the rules and regulations applicable in each individual case (including those affecting packaging, transport and declaration), such as, for example, pursuant to the *Arzneimittelgesetz* (Medicinal Products Act, the AMG); the *Medizinprodukte Durchführungsgesetz* (Medical Devices Implementation Act, the MPDG); the *Lebensmittel- und Bedarfsgegenständegesetz* (Foodstuffs and Commodities Act, the LMBG) and *Lebensmittel- und Futtermittelgesetzbuch* (Food and Feed Code, the LFGB); the *Produktsicherheitsgesetz* (Product Safety Act, the ProdSG); the *Arzneimittel- und Wirkstoffherstellungsverordnung* (Ordinance on the Manufacture of Medicinal Products and Active Substances, the AMWHV); the *Verordnung über den Großhandel mit Arzneimitteln* (Pharmaceutical Wholesale Regulation, the AM-Handels-V); the *Verpackungsgesetz* (Packaging Act, the VerpackG); the *Gefahrgutbeförderungsgesetz* (Act Governing the Transport of Dangerous Goods, the GGBefG); as well as the Regulations (EC) 1907/2006 on the Registration, Evaluation, Authorisation and Restriction of Chemicals ("***REACH***") and (EC) 1272/2008 on Classification, Labeling and Packaging of Substances and Mixtures ("***CLP Regulation***");

(d) to comply with the recognized *Regelungen zur Guten Herstellpraxis* (Principles of Good Manufacturing Processes, GMP) and/or the *Regelungen zur Guten Vertriebspraxis* (Good Distribution Practices, GDP), each to the extent applicable and as amended, provided the delivery item is for the purpose of manufacturing medications, medicinal products, cosmetics and/or food products, including in particular (i) the "Requirements on the Quality, Packaging and Transport of Active Ingredients and Excipients for the Pharmaceutical Industry," developed by the World Health Organization, (ii) the EU GMP Guidelines, and (iii) the European Guideline 2013/C 68/01 on good distribution practice for medicinal products for human use.

7.2 As part of your obligations under Section 7.1 (c), you shall deliver to us only goods that fulfill all the requirements of the REACH and CLP Regulations. This includes, but is not exclusively limited to, the registration and information obligations under REACH, as well as the obligation to classify, label, and package under the CLP Regulation. In this regard, you shall provide us at any time with the safety data sheets used to determine the suitability of used materials. Moreover, you shall send us these unsolicited each time prior to the first delivery and again after necessary changes and/or updates.

7.3 In the event that you breach one of the aforementioned obligations, we are entitled to cancel the corresponding order immediately and refuse to accept the corresponding delivery without incurring any costs. You shall indemnify us from all claims of third parties based on your failure, for which you are responsible, to deliver the required safety data sheets or the delayed delivery of the same.

8. Warranty and Defect Claims

8.1 In the event of quality defects and defects in title and other breaches of obligations, we shall be entitled without limitation to statutory claims to the extent not otherwise provided below.

8.2 Pursuant to statutory provisions, you shall be liable in particular for the fact that deliveries have the contractually agreed upon quality and nature upon passage of risk to us (Section 7.1). By accepting or approving samples or specimens, we do not waive any warranty claims.

8.3 The general statute of limitations is (in derogation of § 438 para. 1 no. 3 BGB) thirty-six (36) months as the date of passage of risk. It shall apply to the extent in the individual case the mandatory provisions of §§ 478, 445a, 445b BGB do not attach or a longer statute of limitations is provided by law (such as pursuant to § 438 para. 1 No. 1 or No. 2 BGB). If an acceptance is agreed to, the statute of limitations shall begin to run on the acceptance date stated in our written acceptance declaration. The three-year limitation period also applies accordingly to claims arising from defects of title, whereby the statutory limitation period for restitution claims in rem of third parties (§ 438 para. 1 No. 1 BGB) remains unaffected. Moreover, claims arising from defects of title shall in no case become statute-barred as long as the third party can still assert the right against us - in particular in the absence of a statute of limitations.

8.4 Upon receipt by you of our defect claims, the statute of limitations for warranty claims shall be suspended until you reject our claims, state that the defects are cured, or refuse to continue negotiations regarding our claims. In cases of replacement delivery or remediation, the statute of limitations shall begin to run again for replaced or remediated goods and/or parts as of the date of passage of risk or, if an acceptance is agreed to, upon acceptance pursuant to Section 8.3 unless we are forced to proceed on the assumption that you did not see yourself obligated to supplementary performance, but undertook the measure as a gesture of good will or for similar reasons.

8.5 We shall inspect goods we receive within a reasonable time for defects which, upon initial assessment, inspection of shipping documents, and random checking for quality and quantity discrepancies, are obvious or discernible (e.g. transport damage, obviously wrong deliveries or quantity errors). Further inspection shall be indicated only if such inspection is feasible in accordance with ordinary business practice in consideration of all circumstances of the individual case and custom in the industry.

8.6 Obvious defects shall be deemed as complained of by us in a timely manner in any event if such complaint is made within five (5) business days of delivery of the goods. In the case of defects that do not become discernible until a random analytical/chemical analysis, the defect claim shall be deed timely in any event if made within three (3) weeks of delivery of the goods. Latent defects or defects appearing later shall be deemed as complained of in a timely manner, in any event, if such complaint is made within five (5) business days of discovery.

8.7 If, upon delivery of the goods, the agreed-upon shipping documents are missing (e.g., notice of shipment, bill of lading, and other accompanying documents), or if such documents are incomplete in significant points, we can condition the inspection of goods on the receipt of (complete) shipping documents. In such case, we shall immediately request the shipping documents or their completion from you. The aforementioned deadlines for making claims shall not begin to run until receipt of the (complete) shipping documents, provided that defects are not involved which are obvious even without any knowledge of the shipping documents.

8.8 The aforementioned inspection and claim obligations shall not apply if an acceptance is agreed to and otherwise only for goods that were delivered on the basis of purchase agreements or works-supply contracts for items selected by quantity, dimension, or weight.

8.9 You shall immediately correct defects claimed by us through supplementary performance at your own cost (including all expenses and incidental costs). Supplementary performance shall be conducted at our election through remedial measures or replacement shipment. We shall grant you a reasonable grace period to perform unless a grace period is dispensable under statutory law. Supplementary performance shall also include the removal of the defective goods and their reinstallation, provided that the goods have been installed in or attached to another item in accordance with their nature and intended use. Our legal claim to reimbursement of corresponding expenses shall remain unaffected. You shall bear the expenses necessary for the purpose of inspection and supplementary performance even if it turns out that there was actually no defect. Our liability for damages in the event of unjustified requests for the removal of defects shall remain unaffected. However, in this respect we shall only be liable if we have recognized or grossly negligently failed to recognize that there was no defect.

8.10 Upon the unsuccessful expiration of the reasonable supplementary performance grace period, or if a grace period is dispensible, we shall have the option of asserting the statutory rights to withdrawal and reduction of the purchase price. Moreover, in all cases, we reserve the right to assert claims for damages and reimbursement of expenses.

8.11 Upon the unsuccessful expiration of the reasonable supplementary performance grace period we may also undertake ourselves or have undertaken the required measures to correct the defect and demand from you reimbursement of the necessary expenses; to the extent possible, we shall coordinate with you regarding the measures to be carried out.

8.12 In particularly urgent cases we may, without previously setting a grace period or consulting with you, undertake to correct the defect ourselves or have it corrected in the interest of seamless production and demand reimbursement from you for our expenses. A particularly urgent case exists, in particular, if it is no longer possible or practicable for us (e.g. on the basis of particular urgent necessity, risk to operational safety or the threat of unreasonably high damage), to grant you (an even shorter) grace period for supplementary performance.

8.13 The provision under Section 8.12 sent. 1 applies accordingly to smaller or minor defects that we can remedy ourselves in the ordinary course of business without resort to third parties and significant expense as part of our obligation to mitigate damages.

8.14 In all cases in which we undertake remedial efforts ourselves or have them done by third parties, your warranty obligations shall not be affected thereby.

8.15 The mere receipt of deliveries and services or the prior use or payment of which do not constitute an acceptance nor a waiver of rights to which we are entitled. In the case of a defective delivery or service, you shall be liable according to statutory provisions for costs and damages that we incur in the ordinary course of business prior to use or processing or being put into use due to undetected defects.

8.16 If upon random inspection, portions of the delivery do not correspond to the agreed-upon nature and quality, the entire delivery may be refused. We shall take receipt of defective goods only on your account and at your risk. Defective goods shall always be always returned at your risk and expense - to the extent not otherwise agreed - to your headquarters.

8.17 In derogation of § 442 para. 1 sent. 2 BGB, we shall also be entitled without limitation to warranty claims if we remained unaware of the defect when entering into the contract as a result of gross negligence.

9. Supplier Regress

9.1 In addition to claims for defects, we shall be entitled without restriction to our legally determined rights of regress within a supply chain (supplier regress according to §§ 445a, 445b, 478 BGB). In particular, we are entitled to demand from you exactly the type of subsequent performance (repair or replacement) that we owe our customer in the individual case. Our legal right of choice (§ 439 para. 1 BGB) shall not be restricted hereby.

9.2 Before we acknowledge or fulfil a claim for defects asserted by our customer (including reimbursement of expenses in accordance with §§ 445a para. 1, 439 para. 2 and 3 BGB), we shall notify you and ask you to submit a written statement, briefly explaining the facts of the case. If a substantiated statement is not made within a reasonable period of time and no amicable solution is brought about, the claim for defects actually granted by us shall be deemed to be owed to our customer. In this case, you shall be responsible for providing proof to the contrary.

9.3 Our claims from supplier regress shall also apply if the defective goods have been further processed by us or another contractor, e.g. by incorporation into another product.

10. Disclaimer of Liability

10.1 Our liability for compensatory damages, regardless of the legal grounds, shall be precluded for cases of the simple negligence of our corporate bodies, legal representatives, employees, or other agents. This does not include liability for breaches of material contractual duties, injury to life, body or health, and any guarantees or liability under the Products Liability Act.

10.2 Our liability for the breach of material contractual duties shall be limited in amount to the damage that typically occurs and which was foreseeable upon entering into the contract.

10.3 Preclusion and limitation of our liability shall also apply to our corporate bodies, legal representatives, and employees or other agents, to the extent they are personally liable.

11. Product Liability and Recall, Quality Assurance

11.1 You will label the delivery items, to the extent possible, so they can be permanently identified as your products.

11.2 If we are subject to a claim due to the defectiveness of our product based on domestic or foreign rules on product or manufacturer liability, the corresponding statutory stipulations for medicines or medicinal products or the violation of government safety regulations, you shall be obligated to comprehensively indemnify us from the liability resulting therefrom if and to the extent the damage was caused by a defect in an item subject to contract delivered by you. In cases of fault-based liability, however, this shall apply only if and to the extent you are at fault. If the cause of the damage was set within your field of control and organization, you shall have the burden of proof.

11.3 In cases under Section 11.2, you shall assume all costs and expenses that we incur from facing a claim, including any attorney costs, as well as the costs of a recall measure. We shall, to the extent possible and practicable, inform you regarding the nature and scope of recall measures to be undertaken and give you the opportunity to respond. You shall give us reasonable support and provide us especially with all information in an appropriate format required to carry out the recall and service action in the most cost-effective manner possible. Apart from that, statutory provisions shall apply.

11.4 The preceding provision shall apply accordingly to recall or service measures carried out on a cautionary basis.

11.5 To cover the risk of product and/or manufacturer liability, respectively, you shall be obligated at your own expense to take out and maintain sufficient product liability insurance, which—to the extent not otherwise agreed—also covers the risk of recall. At any time upon request, you shall provide us with a copy of the insurance policy.

11.6 You shall perform quality assurance suitable in terms of type and scope and in accordance with the state of the art and provide us with proof thereof upon request. You shall enter into a separate quality agreement with us if we deem this necessary.

12. Pricing, Invoicing and Payment

12.1 The price indicated in the order shall be binding.

12.2 In the absence of an agreement to the contrary, the price shall be a fixed price that shall include all services and ancillary services as well as all incidental costs (e.g. packaging, transport, insurance, customs duties) and shall exclude additional charges of any kind, including, but not limited to, the case of material price increases, tax and transport charge increases or increases in social insurance contributions.

12.3 Payments shall be made only against invoices. The complete characters and numbers of the order, particularly the order date and numbers, shall be indicated on the invoice. Should this information be missing, the invoice shall be deemed improperly issued until clarification from you, which we will request you to issue immediately.

12.4 Invoices are to be sent by e-mail to the following address: invoice@desitin.de. Invoices must be sent in PDF format or ZUGFeRD format to the above e-mail address. From January 1st, 2027, invoices must be sent exclusively in ZUGFeRD format in accordance with § 14 UStG (German VAT Act). The original should not be sent separately.

12.5 To the extent not otherwise agreed on an individual basis, we shall remit payment upon full delivery and service (including any agreed to acceptance if need be) and receipt of the invoice within fourteen (14) days with 2% discount or within thirty (30) days net. In no event shall the term of payment begin prior to the originally agreed-upon delivery date, in the case of an agreed acceptance, prior to the date of our written declaration of acceptance or prior to receipt of the invoice properly issued in accordance with Section 12.3.

12.6 Discounts that differ from the arrangement set forth in Section 12.5 shall be agreed to on a case-by-case basis at the time of ordering. The discount period shall correspond to the term of payment and such discount shall generally be calculated with reference to the value of the invoice.

12.7 Payments shall be made by bank transfer. Bank transfers shall be deemed as made in a timely manner if we have instructed our bank to transfer within the deadline.

12.8 We shall not owe any maturity interest. The rate of interest for default shall amount yearly to five (5) percentage points above the base interest rate. In order for default on our part to occur, a written reminder shall be required; otherwise, statutory provisions shall apply.

13. Securing Title, Non-Disclosure

13.1 We reserve title for ourselves and all other rights, in particular such rights arising from copyright law, in our orders, service orders and any samples, drawings, images, manufacturing and analysis instructions, recipes, lithographs, software tools, technical, commercial, and other documentation that we provide to you or of which you gain knowledge in connection with carrying out the agreement or during pre-contract negotiations. Such documentation may not be made available to third parties nor used for purposes other than the provision of contractually owed obligations without our prior written consent. The documentation and its contents are subject—with the exception of public documentation, information and/or knowledge—to non-disclosure and shall be appropriately safeguarded by you against unauthorized viewing and reproduction, as well as against damage, theft, and loss. The non-disclosure obligation shall survive the full completion of the contract and shall not be extinguished until and to such extent the respective documentation, information, and/or knowledge have become public without violating existing non-disclosure obligations. You shall return to us the documentation in full upon our request or, to the extent not otherwise

agreed, no later than upon full performance of the contract. This also applies to copies made, including those of customary electronic data backup, provided a longer retention period is not prescribed by statutory law.

13.2 Raw materials, parts and materials, as well as tools, templates, software, and other items used in production that we provide or make available to you, shall remain our property and shall, in each case at your own risk and expense, be clearly identified by you as our property, kept by you safe in separate deposit using the care of a prudent businessperson, and shall be insured by you to a reasonable degree against destruction, loss, and damage. Use thereof is permitted only for the purpose of performing the obligations owed to us under the contract, and the items used in production shall be given to us as soon as and to the extent that they are no longer needed. In addition, the provisions in Section 13.1 apply accordingly. You shall inform us immediately regarding any damage to our items used in production. In the event of a diminution of value or loss, you shall provide compensation, provided you are at fault. You shall bear the costs of regular maintenance of tools which are made available (including any repairs for wear and tear).

13.3 Processing, mixing or combining (further processing) of items used in production that we have provided shall always be conducted on our behalf and in our interest. The same applies with respect to the further processing of delivered goods by us such that in each case we are deemed the manufacturer and by further processing acquire title to the new or altered item in accordance with applicable statutory provisions. You shall hold the new or altered item for us in safekeeping, using the care of a prudent businessperson.

13.4 Notwithstanding other agreements on the basis of individual cases, we shall become the legal owner of all tools, templates, print material, and other items that you procure at our expense for the purpose of performing the contract, that you produce yourself, or have produced by others, as soon as we have separately, or as part of the agreed on price for the delivery or service, reimbursed you in full for the cost of acquisition or production. In the case of a proportional or successive reimbursement of the costs, we shall acquire proportionate co-ownership to the extent of the actual reimbursement paid. In the case of co-ownership, we shall have a right of first refusal in your share of co-ownership. The proportionate costs reimbursed by us shall be credited to the purchase price. In addition, Section 13.2 applies to all items under this section accordingly.

13.5 The transfer to us of goods shall be made unconditionally and without regard to payment of the price. If in an individual case we have accepted a conditional offer for transfer through payment of the purchase price, the retention of title shall be extinguished for the delivered goods no later than upon payment. We shall retain the authorization in the ordinary course of business, including prior to payment of the purchase price, to further sell the goods, assigning in advance the claims arising therefrom. Other forms of retention of title, particularly expanded or extended retentions of title, shall be precluded.

13.6 In the absence of our prior consent, you shall neither indicate your business relationship with us in promotional materials nor display or present to third parties delivery items produced for us.

14. Intellectual Property Rights Infringements

14.1 You shall be responsible in accordance with Section 13.2 that no intellectual property rights, copyrights, or comparable rights of third parties in countries within the European Union will be infringed through your deliveries and services, including through the intended exploitation, processing, and other use by us.

14.2 If third parties subject us to a claim based on the actual or alleged infringement of aforementioned rights, you shall be obligated, upon initial request, to indemnify us from all claims and to reimburse us for all costs and expenses (including reasonable attorney fees), that we incur in this regard. As necessary, you shall defend the claims at your own expense and/or give us extensive support in our defense.

14.3 The preceding obligations shall not exist if and to the extent you prove that you are neither responsible for the infringement nor could have known of it at the time of delivery/performance of service using the care of a prudent businessperson.

14.4 If you are responsible for an infringement, you shall be obligated as part of your supplementary performance to acquire for us the rights required (licenses) to use the respective item under the contract as is intended at your own expense or to replace or change the item under the contract such that there is no longer an infringement and the item under the contract corresponds to contractual requirements, including in all other ways, and in particular to the specifications.

14.5 Any further statutory claims on our part due to defects of title shall remain unaffected.

15. Customs Processing, Import/Export Provisions

15.1 Imported goods are to be shipped duty paid. In each case at your own expense and as required under the applicable provisions of foreign trade for customs clearance, you are obligated to provide the certificates of origin, supplier's declarations (e.g. in accordance with Regulation (EC) No. 952/2013), statistical commodity codes (HS Code), preference certificates, and any other documents and data required; to permit inspections by customs authorities; to issue declarations and information, and to procure official certifications.

15.2 Further, you are obligated to inform us in detail and in writing regarding potential permit requirements or other restrictions of the export, re-export, forwarding, disclosure, or furnishing of deliveries and services pursuant to German, European, and United States export trade regulations (including, but not limited to, export control and customs regulations) as well as the export regulations of the origin country of deliveries and services. Moreover, the deliveries and services subject to export permits or (re)export regulations or other restrictions shall be identified in the shipping documents and invoices using the respective classification (e.g. export list position, number of the European Dual Use List and/or Export Control Classification Number).

15.3 In the case of deliveries and services that originate from an EU country, the EU sales tax identification number shall be indicated.

16. Compliance

16.1 We abide by fundamental principles of corporate responsibility and integrity, human rights, labor standards, anti-corruption guidelines, and other ethical standards as they are set forth in the "Desitin Code of Conduct."

16.2 Please note that we have introduced an energy management system in accordance with DIN EN ISO 50001. Increasing energy efficiency is a central strategic goal of our company. Aspects of energy efficiency, environmental protection and compliance with the relevant legislation, in particular the *Gesetz über Energiedienstleistungen und andere Energieeffizienzmaßnahmen* (Energy Services Act, the EDL-G), are therefore a decision-making criterion when evaluating offers.

16.3 You are deemed familiar with the "Desitin Code of Conduct," which can be retrieved and viewed on our website at www.desitin.de/ueber-desitin/ and you shall abide by the principles set forth there.

16.4 You undertake to comply at your own expense with all applicable national, European and international legal provisions in connection with the delivery and other services, in particular - but not exclusively - with regard to environmental protection including energy, anti-corruption, anti-terrorism, occupational safety, human rights, product safety, data protection as well as antitrust and competition law, as amended from time to time.

16.5 You undertake and warrant that the statutory provisions and internationally recognized standards for respecting human rights and protecting the environment are complied with throughout the entire supply chain. Such provisions currently include those in § 2 para. 2 and 3 of the *Lieferkettensorgfaltspflichtengesetz* (Act on Corporate Due Dilligence Obligations in Supply Chains, the LkSG)

16.6 In the event that you repeatedly, and/or despite being put on notice thereof, act in violation of the law and/or do not demonstrate that the violation of the law was remedied to the extent possible and that appropriate measures were implemented to avoid future violations of the law, we shall reserve the right to withdraw from existing contracts or terminate them without notice.

17. General Provisions, Form, Choice of Law, Venue

17.1 You shall not be entitled to contract with third parties to perform either partially or in full the services owed by you (e.g. subcontractors), or to assign claims arising from the contractual relationship to third parties without our prior written consent. For money claims, § 354a of the *Handelsgesetzbuch* (German Commercial Code, the HGB) remains applicable.

17.2 To the extent not otherwise agreed on an individual case basis, transmission using telecommunication means, particularly by telefax or e-mail, shall be deemed sufficient to satisfy a contractual written form requirement, provided that the copy of the signed declaration is thereby transmitted. Statutory formal requirements and further evidence, in particular in the event of doubts about the legitimacy of the person making the declaration, remain unaffected.

17.3 The language of the agreement is German. To the extent the parties to the agreement use another language in addition, the German wording or the corresponding translation, respectively, shall have priority.

17.4 Indications or clauses in the order or other contract documentation that are customary in the industry shall, in cases of ambiguity, be interpreted in accordance with the Incoterms valid at the time of the order.

17.5 The place of performance and exclusive venue for all disputes arising from the contractual relationship shall be Hamburg, Germany. We shall be entitled, however, to assert our claims in any other permissible venue.

17.6 Our legal relations with you shall be subject exclusively to the law of the Federal Republic of Germany to the exclusion of international laws on harmonization such as, in particular, the United Nations Convention on the International Sale of Goods dated 11 April 1980 (CISG).

17.7 Should individual provisions of these General Terms and Conditions of Purchase be legally invalid, the content of the agreement shall be guided to such extent by applicable statutory provisions in consideration of the mutual intent of the parties to the agreement; the validity of the remaining provisions shall not be affected thereby. The same applies to loopholes in these provisions.