

## General Terms and Conditions of Purchase of the Gerresheimer Regensburg GmbH

### 1. General, Scope of Application

These Terms and Conditions of Purchase shall be applicable exclusively. General terms and conditions of business of the Supplier contrary to or deviating from these Terms and Conditions of Purchase are not recognised, unless the Buyer has agreed to the general terms and conditions of business in writing for a particular case. These Terms and Conditions for Purchase shall also be applicable if the Buyer accepts or pays for deliveries or services of the Supplier while being aware of general terms and conditions of business of the Supplier contrary to or in deviating from these Terms and Conditions of Purchase. These Terms and Conditions of Purchase shall also be applicable for all future deliveries and services provided by the Supplier to the Buyer until new Terms and Conditions of Purchase shall become effective.

### 2. Conclusion of Contract

The individual orders placed with the Supplier by the Buyer in writing shall specify the number of pieces and the requested date of delivery. Orders and delivery date shall be binding unless the Supplier contradicts within 3 days of receipt, or otherwise agreed in writing by individual contract. Verbal agreements before, during or after conclusion of contract – including amendment of this declaration of written form – require written confirmation by the Buyer to be effective.

### 3. Fixed dates, Delays

If it becomes apparent that delivery deadlines will be exceeded, the Supplier shall be bound to inform the Buyer appropriately without delay and to take all necessary measures to ensure uninterrupted supply. The obligation to keep to agreed dates remains unaffected.

In case of delay on the part of the Supplier, the Buyer may, after passing of the deadline appropriately extended by the latter, have delivery still outstanding by the Supplier carried out by a third party at the expense of the Buyer. After unsuccessful passing of a deadline appropriately extended by the Buyer, the latter may instead withdraw from the contract.

The unconditional acceptance of delayed delivery or service does not include any renunciation of any compensation claims due to the Buyer on account of the delayed delivery or service. This shall be applicable until full and unconditional payment of the financial compensation owed by the Buyer for the delivery or services concerned.

The Supplier shall be obliged to pay a penalty for breach of contract during the course of the delay. This shall, unless stipulated otherwise in writing by individual contract, amount to 0.25% per day after date, starting from the beginning of the delay, but amounting in total to no more than 10% of the volume of the individual order. The contractual penalty shall be deducted from any damages caused by default.

Statutory regulations shall be applicable in addition to the previous paragraphs.

### 4. Prices, Delivery, Payment

The agreed prices are fixed and are – subject to addition of the respectively applicable VAT rate – carriage free including package and freight charges, unless stipulated otherwise in writing by individual contract.

The Buyer reserves the right of acceptance of increased or short shipment.

The Supplier shall be bound to pack the contractual products in a manner avoiding transport damage. Order and item number of the Buyer shall be stated on the packaging.

The risk of deterioration or of accidental destruction shall pass to the Buyer on receipt of the delivery by the latter.

The Buyer shall advise any defects in writing without delay, as soon as such are noticed in circumstances prevailing in the course of regular business. In this respect, the Supplier shall relinquish making any subsequent complaint regarding notice of defect.

Payment of the delivered goods shall be settled on the 25<sup>th</sup> of the month following receipt of invoice and delivery with 3% discount or within 60 days net, unless stipulated otherwise in writing by individual contract.

If the Buyer is in arrears with payment, then an interest of 5% pa shall be charged on the balance due.

### 5. Quality, Warranty

Delivery must comply with agreed specifications, be free from material deficiencies and suitable for the utilisation required by the Buyer.

The Supplier shall keep the quality of the products for delivery to the Buyer constantly up-to-date with regard to technology and inform the Buyer of any possible improvements or technical modifications.

The Supplier shall set up and maintain a documented quality assurance system compliant with the latest state of the art and suitable for the type and scope of product. He shall make records, particularly of his quality controls and put these at the disposal of the Buyer on request.

The Supplier hereby approves the conduction of quality audits for assessment of the effectiveness of his quality assurance system by the Buyer or a representative instructed by the latter, with participation of the customer of the Buyer if necessary.

The liability period for defects for delivered contractual products shall be 48 months starting from receipt of delivery, unless stipulated otherwise in writing by individual contract.

Legal requirements regarding deficiencies in material or title shall apply, unless otherwise agreed below.

The Buyer shall in principle be entitled to the right of choice of the type of subsequent fulfilment of the contract. The Supplier shall be entitled to the

right to refuse the type of subsequent fulfilment chosen by the Buyer, on condition of the Article 439 (3) of the German Civil Code (§ 439, Abs. 3 BGB).

Should the Supplier not commence with rectification of the defect without delay after requested remedy of defects by the Buyer, then in urgent cases, the Buyer shall, especially to avoid acute danger or prevent greater damage, be entitled to the right to carry these out himself or by third parties, at the expense of the Supplier.

A new period of limitation shall commence on complete fulfilment of the Buyer's demands for subsequent fulfilment of the contract, for parts of the delivery rectified or repaired within the period of limitation for the warranty claims of the Buyer.

If the Buyer shall incur costs on account of defective delivery of the subject matter of the contract, particularly transport, travelling, labour or material costs or costs for incoming examination exceeding the usual scope, then these shall be borne by the Supplier.

If on account of insufficiency of the subject matter of the contract delivered by the Supplier, products manufactured and/or sold by the Buyer are taken back by the latter or if the selling price is reduced for the Buyer for this reason or any other demands have been made on the Buyer for this reason, then the latter shall reserve the right to seek recourse against the Supplier, without requiring the otherwise necessary specification of a time limit for his claims with regard to defects.

The Buyer shall be entitled to demand compensation of expenses from the Supplier, which he incurred in business relations with his customer because the latter had raised a claim for compensation of expenses required for the purpose of subsequent performance, particularly transport, travelling, labour and material costs, against him.

In spite of the provision in clause 5.5., the limitation of actions shall be effective for the cases specified in clauses 5.11. and 5.12. no earlier than 2 months after the point in time at which the Buyer has fulfilled the claims that were made against him by his customer, but 5 years after delivery by the Supplier at the latest.

If a material deficiency becomes apparent within 6 months after passing of risk, it shall be presumed that the defect already existed at the time of passing of risk, unless this presumption is incompatible with the nature of the matter or the defect.

### 6. Liability

The Supplier shall be liable for proper selection of sub-suppliers.

The Supplier shall be obliged to release the Buyer from or compensate him for any claims for damages by third parties, in as far as he has caused a product defect or product damage. For cases of liability depending on a fault, this shall however be only applicable for negligence on the part of the Supplier. The burden of proof shall be with the Supplier if the cause of damage lies within the latter's area of responsibility. In such cases, the Supplier shall take over all costs and expenses including costs of any prosecution or recall action. Legal requirements for product liability in relation to third parties shall be unaffected.

### 7. Drawings, Execution documents, Tools

Drawings and other documents, devices, models, tools and other means of production left to the Supplier, shall remain property of the Buyer. Ownership of tools and other means of production paid for by the Buyer, shall be regulated by the stipulations of a separate tool loan contract.

The aforementioned objects may be neither scrapped nor made available to third parties – e.g. for the purpose of manufacturing – without written approval by the Buyer. They may not be used for purposes other than those agreed by contract, e.g. delivery to third parties. They shall be carefully stored and insured by the Supplier for the Buyer, at the expense of the former, during performance of the contract.

Upkeep, maintenance and (parts) replacement of the aforementioned tools and other means of production shall be as stipulated by respective agreements between Buyer and Supplier.

### 8. Final Provisions

The validity of these provisions shall be unaffected by invalidity or voidance of individual provisions. Null and void provisions shall be substituted by alternative provisions yielding similar economical effectiveness.

Legislation of the Federal Republic of Germany shall be applicable for all legal relations of the parties, with exclusion of the stipulations of the 'United Nations Convention of Contracts for the International Sale of Goods'.

Place of execution of the contract shall be the location of delivery of the goods as ordered, the head office of the Buyer for payments.

Any legal disputes arising directly or indirectly from this contractual relationship, based on these Terms and Conditions of Purchase, shall be heard in Regensburg.