General Terms and Conditions of Purchase for Production Material

Gerresheimer Regensburg GmbH (Version 1.0)

1. General, Scope of Application.

1.1 The following terms and conditions (hereinafter **"Terms and Conditions of Purchase"**) govern individual orders and any other contracts relating to the delivery of production material (hereafter **"Contractual Products"**) between the supplier of the production material by Gerresheimer Regensburg GmbH or one of its associated companies as the customer (hereinafter **"Buyer"**). The Terms and Conditions of Purchase shall be applicable exclusively for all purchases made by Buyer from a trader in the meaning of sec. 14 para. 1 German Civil Code (hereinafter **"Supplier"**).

1.2 General terms and conditions of business of the Supplier contrary to or deviating from these Terms and Conditions of Purchase are not recognized, 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 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.

1.3 These Terms and Conditions of Purchase shall also be applicable for all future deliveries provided by the Supplier to the Buyer until new Terms and Conditions of Purchase become effective.

2. Conclusion of Contract, Orders.

2.1 Each purchase is made by an individual order placed with the Supplier by the Buyer in writing or via an electric system provided by Buyer for this purpose. The individual order shall specify the Contractual Product, the number of pieces and the requested date of delivery.

2.2 Orders and delivery date shall be binding unless the Supplier contradicts within three (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.

3.1 If it becomes apparent that delivery dates 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.

3.2 In case of delay on the part of the Supplier, the Buyer may, after a reasonable deadline set by him has expired, have delivery still outstanding by the Supplier carried out by a third party at the expense of the Supplier. After a reasonable deadline set by the Buyer has expired, the latter may instead withdraw from the contract. The unconditional acceptance of delayed delivery does not include any renunciation of any compensation claims due to the Buyer on account of the delayed delivery. This shall be applicable until full and unconditional payment of the financial compensation owed by the Buyer for the delivery concerned.

3.3 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 0.2% per commenced calendar day on which the Supplier is in default, but amounting in total to no more than 5% 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.

4.1 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. Deliveries are made DAP (Incoterms 2020), including packaging, delivery address specified by the Buyer, unless stipulated otherwise in writing by individual contract. The risk of accidental loss or accidental deterioration of the Contractual Product passes to the Buyer upon handover at the named location. Notwithstanding the foregoing, the risk of accidental loss or deterioration shall pass upon acceptance, if such has been agreed. The Buyer reserves the right of acceptance of increased or short shipment. The Supplier is obliged to pack the Contractual Products in a manner avoiding transport damage. Order and item number of the Buyer shall be stated on the packaging.

4.2 The Buyer shall notify the Supplier of any defects in writing without delay, as soon as such are noticed in circumstances prevailing in the course of regular business. Insofar the Supplier waives the objection to late notification of defect.

4.3 Payment of the delivered Contractual Products shall be made within fourteen (14) days of receipt of the invoice and delivery, net subject to a 3% discount, or within sixty (60) days of receipt of the invoice and delivery, net, unless stipulated otherwise in writing by individual contract.

5. Quality, Warranty.

5.1 The Supplier warrants that the Contractual Products comply with agreed specifications, are free from material defects or defects in title and suitable for the utilization required by the Buyer. In case of defects Gerresheimer is entitled to the full statutory warranty claims.

5.2 The Supplier shall keep the quality of the Contractual 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. Any changes to the Contractual Products, its material or to the production scope are only possible with prior written approval of the Buyer. The Supplier informs the Buyer in good time of all changes in the procurement process, in particular but without limitation regarding longer delivery times for primary material, problems with the material supply and problems in the production process and suggests measures to solve the problems.

5.3 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 choose the type of subsequent performance of the contract. The Supplier shall be entitled to refuse the type of subsequent performance chosen by the Buyer, on condition of the Article 439 (4) of the German Civil Code (§ 439 Abs. 4 BGB).

5.4 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 rectify the defects himself or through third parties, at the expense of the Supplier. For Contractual Products that have been rectified or repaired within the limitation period, a new period of limitation shall commence on complete fulfilment of the Buyer's demands for subsequent performance of the contract. If the Buyer shall incur costs as a result of defective delivery of the subject matter of the contract, particularly transport, travelling, labor or material costs or costs for incoming examination exceeding the usual scope, then these shall be borne by the Supplier.

5.5 If as a result of the defectiveness of the Contractual Products delivered by the Supplier products manufactured and/or sold by the Buyer are taken back or if the selling price is reduced for the Buyer or if the Buyer has been held liable in any other, then the latter reserves the right to seek recourse against the Supplier, without the requirement to set an otherwise necessary deadline for his claims for 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.

5.6 The limitation period for the aforementioned claims against the Supplier shall become effective no earlier than two (2) months after the Buyer has fulfilled the claims that were made against him by his customer, but five (5) years after delivery by the Supplier at the latest. If a material deficiency becomes apparent within six (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. Indemnification. Insurance.

6.1 The Supplier is liable in accordance with the statutory provisions.

6.2 This includes Supplier's liability for proper selection of sub-suppliers.

6.3 The Supplier shall be obliged to indemnify the Buyer against any claims for damages by third parties caused by the defect or damage of a Contractual Product. In such cases, the Supplier shall bear all costs and expenses including costs of possible legal action or recall action. In cases of fault-based liability of the Supplier, 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. Legal requirements for product liability in relation to third parties shall be unaffected.

6.4 The Supplier is obligated to maintain an industry-standard liability insurance during the term of the business relationship and for the corresponding limitation period and to provide proof to the Buyer upon request.

7. Force Majeure. Force majeure, lawful labor disputes, civil unrest, measures by government authorities and other unforeseeable, external and also not in a reasonable manner avoidable, serious events release the contracting parties from their performance obligations for the duration of the disruption and to the extent of its effects. The contracting parties are obliged to provide the necessary information without undue delay within the bounds of what is reasonable and to adapt their obligations to the changed circumstances in good faith.

8. 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 stipulated by respective agreements between Buyer and Supplier.

9. Third party intellectual property rights. The Supplier warrants that the Contractual Products do not infringe intellectual property rights or copyrights ("Intellectual Property Rights") of third parties. The Supplier shall indemnify and hold harmless the Buyer from and against any and all liabilities, costs, damages claims and expenses incurred by the Buyer with regard to a claim or legal action of a third party against the Buyer in this regard. This obligation shall not apply if the Supplier proves that it is not responsible for the infringement of the third-party Intellectual Property Rights.

10. Foreign Trade, Country of Origin, Preferences. Insofar as the Supplier participates in foreign trade itself, it shall notify the Buyer in writing of the statistical goods number - in accordance with the current version of the list of goods for foreign trade statistics. Irrespective of this, technical information on the form, function and condition of the delivery items for determining the statistical goods number must be provided in writing. If required, a picture and/or drawing must also be enclosed.

The Supplier must verify in advance if the Contractual Products are covered by the EU Dual-Use Regulation (Annex I to VO-EU-2021/821), the German Export List (Annex AL to the Foreign Trade and Payments Regulation - AWV), or listed in the Commerce Control List (CCL) of the US Export Administration Regulation (EAR), in each case in the respectively valid version. If this is the

case the Supplier shall notify the Buyer in writing of the applicable item of the corresponding list of goods. The Buyer shall use this information for the legally correct handling of its own exports. If the Supplier is unable or unwilling to provide the above mentioned information despite its own participation in foreign trade, it shall be obliged to notify the Buyer thereof in writing without delay.
The Supplier undertakes to issue a supplier's declaration on the preferential origin of all delivery items upon request by the Buyer. In the case of Contractual Products without preferential origin, the country of origin - and in the case of the origin Germany - the federal state must be notified. This supplier's declaration must be submitted to the Buyer within ten (10) days of the request, but no later than at the time of delivery. The supplier's declaration on the preferential origin of the delivery items must comply with the provisions of the Implementing Regulation (EU) No. 2015/2447, including supplements and in the currently valid version.

11. Material Compliance
11.1 In addition to compliance with the provisions of the agreements made, in particular the specifications, the Supplier guarantees compliance with all applicable statutory regulations with regard to the Contractual Products, their manufacturing and used materials. The Supplier shall ensure that its deliveries meet all relevant requirements for placing on the market worldwide.
11.2 The Supplier guarantees in particular that he complies with the requirements of the EU Chemicals Regulation (EC) No. 1907/2006 (REACH-Regulation) in its currently valid version, in particular that the used substances have been registered. The Supplier undertakes - where necessary - to certify the conformity of the deliveries in accordance with the statutory regulations and to provide the Buyer with corresponding information/declarations on the deliveries in advance.
11.3 If Contractual Products are not provided in accordance with statutory regulations, in particular the REACH-Regulation, the Buyer reserves the right to withdraw from or terminate individual orders. The Supplier undertakes to inform the Buyer immediately of any changes that affect compliance with statutory regulations, in particular the REACH-Regulation. The Supplier shall indemnify the Buyer against all third-party claims arising from non-compliance with statutory regulations, in particular the REACH-Regulation. Non-compliance with the specifications and obligations arising from statutory regulations, in particular the REACH-Regulation shall constitute a defect triggering warranty rights. The Supplier shall indemnify and hold the Buyer harmless from and against any liability to third parties arising out of or in connection with the Supplier's failure to comply with the above regulations.

12. Responsibility and Confidentiality. The Supplier is obliged to comply with the Buyer´s Supplier Code of Conduct, the Buyer´s Policy for Handling the Pallets in the Supply Chain Management (available for download: https://www.gerresheimer.com/en/sustainability/downloads) and with the locally applicable labor protection regulations. Any infringement of the aforementioned principles represents a significant violation of the Supplier´s responsibilities that justifies extraordinary termination of individual orders and/or other contracts.
The Supplier undertakes to maintain all the details of the contractual relationships confidential. Exceptions hereto are only permitted with the Buyer´s approval and only to the extent such exception is absolutely necessary.

13. Antitrust Provisions.
13.1 The Supplier is obliged to refrain from anticompetitive practices such as agreements on prices, quotas, customer protection or territories, including but not limited to agreements between companies, resolutions of associations of companies and concerted practices which aim at or induce a prevention, restriction or distortion of competition are forbidden by law. In the event that Supplier culpably violates a prohibition pursuant to this clause, Supplier is obliged to pay lump sum compensation to the Buyer. The lump sum compensation shall amount to 13 % of the invoiced net turnover under the price agreement with the Buyer affected by the infringement.
13.2 In the event of a culpable violation of one or more of the prohibitions pursuant to Article 102 of the Treaty on the Functioning of the European Union and/or the provisions pursuant to Sections 19, 20, 21 GWB (Abuse of a Dominant Market Position; Prohibited Conduct of Companies with Relative or Superior Market Power; Prohibition of Boycott, Prohibition of Other Restrictive Practices), the lump sum compensation shall amount to 5 % of the invoiced net turnover under the price agreement with the Buyer affected by the infringement.
13.3 Further statutory rights and claims of the Buyer remain unaffected by this and can be asserted independently of lump sum compensation. In the event of their assertion, the lump sum compensation owed, if any, shall be offset against the claim asserted. In any case, the Supplier is entitled to prove that the Buyer has suffered no damage or only less damage than the fixed compensation.

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