General Terms and Conditions of Provision, Supply and Delivery

of Remy & Geiser GmbH (revised as of and applicable as from July 1, 2025)

1. Scope

(1) All deliveries, services and offers of **Remy & Geiser GmbH** (hereinafter referred to as “R&G”) shall be subject exclusively to these General Terms and Conditions of Provision, Supply and Delivery. They shall form an integral part of all contracts concluded by R&G with its contractual partners (hereinafter referred to as “Partner”) for the deliveries or services it offers. They shall apply in the version in force at the time the Partner’s order is placed and for all similar future supplies and deliveries, services or offers provided or made to the Partner without any need to re-refer to their application in an individual case and also if R&G supplies and/or delivers the products with knowledge of the Partner's General Terms and Conditions being in conflict with or deviating from these General Terms and Conditions of Provision, Supply and Delivery.

(2) Any Partner’s General Terms and Conditions in conflict with or deviating from these General Terms and Conditions of Provision, Supply and Delivery shall not be acknowledged unless R&G has agreed to Partner’s General Terms and Conditions in writing.

(3) These General Terms and Conditions of Provision, Supply and Delivery shall only apply to traders, legal persons under public law or special funds under public law within the meaning of section 310 (1) German Civil Code (BGB).

2. Conclusion of contract

(1) R&G 's offers shall always be non-binding – in particular in terms of quantity and price – unless they are expressly designated by R&G as binding.

(2) Orders placed by the Partner shall only be deemed accepted upon confirmation by R&G in text form.

(3) Supply contracts and delivery call-offs as well as amendments and supplements thereto shall be made in text form; delivery call-offs may also be made by electronic data transmission if so agreed in text form.

3. Subject of the contract

(1) R&G shall, during the term of the contract, supply the Partner with the Goods contractually agreed or provide the product/process development contractually agreed.

(2) R&G shall produce and supply the contractual products at suitable production sites in Germany and abroad and at qualified subcontractors/third parties.

(3) In terms of product/process development, R&G shall act as a service provider for the Partner on the basis of the activities discussed and agreed upon in an individual case.

4. Call-off contract and forecast (only with regard to series production of products)

4.1. Call-off contract

1) If the parties enter into a call-off contract, i.e. a contract for fixed quantities of goods whose delivery is to take place over a defined period on request by the Partner, possibly in partial quantities, R&G is entitled to produce the entire quantity agreed. In the case of call-off contracts without agreed call-off dates, the goods will be called off in approximately equal quantities at the end of each month. If the Partner does not call off the goods in time, R&G will – after unsuccessful expiry of a reasonable period of grace set by it – either be entitled to make the entire remaining quantity ready for delivery and demand payment of the remaining purchase price, or withdraw from the contract and, if the Partner has acted culpably, demand damages in lieu of performance.

2) For custom-made products, the provided goods/ goods made available for collection have to be called off and have to be collected/ taken receipt of within 3 months after production. After this deadline, the residual stock of goods will be invoiced. In addition, and after this deadline, storage costs amounting to EUR 7.00 per pallet and calendar month will be incurred and the transfer of risk in the meaning of section 7 par.6 comes into effect. Delivery shall only be made in full truckloads.

4.2. Forecast

(1) The Partner shall plan its demand as part of a revolving forecast, each covering a period of 12 months. The forecast shall be updated monthly and shall contain (a) the expected annual demand quantity (b) the forecast demand quantity for the coming six months (c) the binding demand quantity for the following three months. The indication of demand for the following six months shall be deemed to constitute the release for the provision of the respective material.

(2) R&G will only maintain production capacities in accordance with the communicated forecast. If demand quantities are not communicated, not communicated correctly or not communicated on time, R&G shall not be liable for any damage resulting thereof. This shall in particular apply to disadvantages on account of lacking production capacity.

5. Prices and payment

(1) In the absence of any agreement to the contrary in an individual case, the prices in force at the time of conclusion of the contract shall apply plus statutory value-added tax.

(2) R&G reserves the right to increase prices, even if confirmed, in proportion to increases that may be incurred, by way of example but not limited to, additional or increased taxes, duties, levies or fiscal charges – in particular customs duties and currency compensation – due to changes in the law, inspection fees, materials and raw materials, packaging, transportation and logistics, energy, labour, due to circumstances that have arisen beyond the control of R&G. In such a case R&G will notify the Partner in writing. The Partner hereby declares that it accepts the aforementioned price variations, expressly waiving any objection for any reason or title whatsoever.

(3) The agreed remuneration for delivered parts shall be due for payment net in the currency stated on the invoice within 14 days of the invoice date. After the due date, default interest shall be charged at a rate of 9% p.a. above the respective basic rate of interest within the meaning of section 247 of the German Civil Code ("Bürgerliches Gesetzbuch -BGB-"). R&G reserves the right to assert further damage caused by default.

(4) As regards orders from Partners, in particular such with their place of business abroad or, where justified indications of a risk of non-payment exist, R&G reserves the right to make delivery only following receipt of the agreed remuneration (prepayment reservation). If R&G makes use of the prepayment reservation, it shall inform the Partner without delay.

(5) The Partner may set off a counterclaim or exercise a right of retention against all and any R&G payment claims only to the extent that the counterclaim is undisputed or has been established with final and binding effect.

(6) If, after conclusion of the contract, it becomes apparent (e.g., by filing for the opening of insolvency proceedings) that R&G's claim to remuneration is jeopardized by the Partner's inability to perform, R&G shall, in accordance with the statutory provisions, be entitled to refuse performance – and, if necessary, after setting a time limit – to revoke the contract (section 321 BGB). Where contracts for the manufacture of non-fungible items (custom-made products) are concerned, R&G may immediately declare revocation; the statutory provisions on the dispensability of setting a time limit shall remain unaffected.

6. Retention of title

(1) R&G shall remain the owner of the Goods until full payment of all R&G's current and future claims arising from the contract and an ongoing business relationship (secured claims). For this purpose, all supplies shall be deemed to be one continuous supply transaction.

(2) The Goods subject to retention of title may not be pledged to third parties and ownership thereof may not be transferred as security prior to full payment of the secured claims. The Partner shall notify R&G in writing without undue delay if any application for the opening of insolvency proceedings is filed or if third parties gain access to the Goods belonging to R&G (e.g., by way of attachment).

(3) Where the other party is in breach of contract, in particular in the event of failure to pay the remuneration due, R&G shall be entitled to revoke the contract in accordance with the statutory provisions and/or to require surrender of the Goods based on the retention of title. Requiring surrender shall not concurrently include a declaration of revocation; R&G shall rather be entitled to demand only surrender of the Goods and to reserve the right to revoke the contract. If the Partner fails to pay the remuneration due, R&G may only assert these rights if it has previously set the Partner a reasonable deadline for payment without success or if setting such a deadline may be dispensed with under the statutory provisions.

(4) Until revoked in accordance with (c) below, the Partner shall have the authority to resell and/or process the Goods subject to retention of title in the ordinary course of business. In this case, the following provisions shall additionally apply.

(a) Retention of title shall extend to the products resulting from the processing, intermixture or combination of R&G's Goods at their full value, whereby R&G shall be deemed to be the manufacturer. If, in the event of processing, intermixture or combination with third party goods, the latter's title remains, R&G shall acquire co-ownership in proportion to the invoice values of the processed, intermixed or combined goods. Furthermore, the same shall apply to the resulting product as applies to the Goods delivered subject to retention of title.

(b) The Partner hereby assigns to R&G by way of security any claims against third parties arising from the resale of the Goods or the product in their entirety or in the amount of R&G's co-ownership share, in accordance with the preceding subsection. R&G accepts the assignment. The obligations of the Partner set forth in subsection (2) shall also apply in respect of the assigned claims.

(c) The Partner shall remain authorized to collect the claim in addition to R&G. R&G undertakes not to collect the claim as long as the Partner complies with its payment obligations towards R&G, there is no deficiency in its ability to perform and R&G does not assert the retention of title by exercising a right in accordance with subsection (3). Where this is the case, however, R&G may demand that the Partner inform R&G of the assigned claims and their debtors, provide all information required for collection, hand over the relevant documents and inform the debtors (third parties) of the assignment. In addition, in this case, R&G shall be entitled to revoke the Partner's authorization to keep selling and processing the Goods subject to retention of title.

(5) If the realizable value of the securities exceeds R&G's claims by more than 20%, it shall, on demand by the Partner, release securities at its choice.

7. Delivery, transfer of risk, acceptance (only for tools/systems), default of acceptance

(1) Tools/systems shall be accepted by the Partner as soon as their compliance with the agreed service description has been demonstrated by R&G. Insignificant deviations shall not entitle the Partner to refuse acceptance.

(2) The tools/systems shall also be deemed accepted if the Partner has not refused the tools/systems within 4 weeks of the demonstration within the meaning of section 7 (1), citing at least one defect in writing.

(3) Delivery shall be made ex warehouse or ex works, which shall also be the place of performance for the delivery and for any cure. At the Partners request and expense, the product shall be shipped to another destination (sales shipment (Versendungskauf)). In the absence of any agreement to the contrary, R&G itself shall be entitled to determine the type of shipment (in particular transport company, shipping route, packaging).

(4) R&G's delivery obligation shall always be contingent on its own orders being supplied properly and on time (Eigenbelieferung). Prospective deadlines and dates for deliveries and services cited by R&G shall always be deemed to be indicative only and shall therefore not be binding, unless a fixed deadline or date has been expressly promised or agreed in writing. Where shipment of the product has been agreed, delivery periods and delivery dates shall refer to the time of delivery to the haulage contractor, forwarding agent or other third party entrusted with the transport. Any binding delivery periods or dates shall only have an effect on the time at which default commences and, in the absence of separate additional provisions, shall not be deemed to be a fixed-date transaction (Fixgeschäft).

(5) In the event that the prepayment reservation is exercised, the delivery period shall commence upon payment of the agreed remuneration.

(6) The risk of accidental destruction and accidental deterioration of the product shall devolve to the Partner at the latest upon delivery (whereby the start of the loading process shall be decisive). In cases of sales shipment, however, the risk of accidental destruction and accidental deterioration of the product as well as the risk of delay shall devolve to the Partner as soon as the product is delivered to the haulage contractor, forwarding agent or the person or body otherwise entrusted with carrying out the shipment, but no later than upon the product leaving the factory/warehouse. Where there is an agreement on the acceptance of delivery, such acceptance shall be decisive for the devolution of risk. The Partner being in default of acceptance of delivery shall be equivalent to delivery or acceptance.

(7) The delivery period shall be deemed complied with if the products have left the respective production plant by the expiry of the delivery period or where R&G has notified their readiness for shipment by such time.

(8) If the Partner is in default of acceptance, fails to cooperate or if delivery by R&G is delayed for other reasons for which the Partner bears responsibility, R&G shall be entitled to demand compensation for the damage resulting thereof, including additional expenses (e.g., storage costs). For this purpose, R&G shall charge a lump-sum compensation in the amount of EUR 250.00 per calendar day, beginning upon expiry of the delivery period or – in the absence of a delivery period – upon notification that the Goods are ready for shipment. The same lump-sum compensation shall be charged in the event of failure by the Partner to collect the Goods or refusal to receive them, even in cases where delivery, by written agreement between the Parties, is not to be made EXW. Furthermore, R&G shall be authorized to sell the uncollected goods without the Partner being able to make any claim or objection on any grounds and/or for any reason whatsoever.

(9) The right to prove higher damages incurred as well as R&G's statutory claims (in particular reimbursement of additional expenses, reasonable compensation) shall remain unaffected; however, the lump sum shall be offset against further monetary claims. The Partner shall be entitled to prove that R&G has suffered no damage at all or only a significantly lower damage than the aforementioned lump sum.

(10) With respect to the supply of Medical Devices, as defined in section 12 below, under this Agreement, the Partner undertakes and guarantees to notify R&G of any change or deterioration of the characteristics and any anomaly relating to the Medical Devices, it being understood that the Partner shall not make available on the market any Medical Device until it has been made compliant. Moreover, if the Partner is a distributor it undertakes and guarantees as follow:

(a) to not alter the packaging and labelling of the Medical Devices, without prior verification and approval by R&G;

(b) to manage the Medical Devices in accordance with the storage and transport conditions and instructions provided by R&G.

8. Packaging

(1) Unless expressly agreed otherwise in the order, packaging shall be at R&G's option. The Partner shall properly dispose of disposable packaging at its own expense. To the extent that such packaging is reused, any product and company information affixed to the packaging shall be rendered unrecognizable.

(2) Packaging intended for reuse which is the property of R&G or the property of third parties, such as pallets, shall remain the property of R&G or of such third party. It shall be handed over to the Partner only for temporary use in accordance with its intended purpose and shall be surrendered. However, the Partner shall be entitled to exchange such packaging for packaging of a corresponding quality and quantity. In this case, the Partner shall be obliged to transfer ownership of the replacement packaging free of encumbrances to R&G or to the respective owner of the packaging.

9. Obligation to inspect and give notice of defects

(1) The Partner shall, upon delivery to the agreed destination or, in the event of collection by the Partner itself, upon takeover, be obliged to inspect the products promptly in accordance with section 377 German Commercial Code (HGB).

(2) The Partner shall observe the following forms and deadlines when giving notice of any defects:

(a) The notice of defect shall be given by the end of the working day following delivery of the Goods to the agreed destination or their takeover. When giving notice of a hidden defect which initially did not become apparent despite proper initial inspection in accordance with subsection (1) above, a different deadline shall apply, according to which the notification must be made by the expiry of the working day after it has become apparent, but no later than two weeks after the delivery of the Goods or their takeover.

(b) The notice of defect must reach us in detail in text form within the aforementioned periods. Notices of defects by telephone shall not be sufficient. Notices of defects to commercial representatives, brokers or agents shall be irrelevant.

(c) The notice of defect must clearly state the nature and extent of the alleged defect.

(d) The Partner shall be obliged to make arrangements for the product it has found fault with to be available at the place it was inspected, for inspection by R&G, its suppliers or any experts commissioned by R&G.

(3) Any objections regarding the number of pieces, weights and packaging of the products shall be excluded unless this was noted on the delivery bill or consignment note immediately after inspection at the time of delivery. Furthermore, all and any complaints shall be excluded as soon as the Partner has intermixed, reused or resold the delivered product or has started to process or to work on it.

(4) Products for which notice of defect was not given in due form and time shall be deemed to be approved and accepted. The Partner shall accept that failure of third parties taking the Goods to give timely notice of defects, will be attributed to him.

10. Material defects and warranty

(1) R&G shall warrant that delivered Goods comply with the agreed specifications, Accepted Quality Levels (AQL) or the quality agreement in force between the parties, if any. If not expressly agreed otherwise between the parties or by peremptory provisions of the applicable law, any other warranty, including implied warranties - such as warranties of merchantability and fitness for a particular purpose - and any other obligation or liability of R&G is expressly excluded. There are therefore no other warranties that will extend the limit of this warranty.

(2) The basis for R&G's liability for defects shall primarily be the agreement on the nature and the envisaged use of the Goods and the agreement reached on the product/process development respectively. Statements made in documentation, brochures, drawings shall not constitute assurances of properties or guarantees. All specifications and manufacturer's information which are the subject of an individual contract or which were made known to R&G at the time the contract was concluded shall be deemed to be an agreement on the nature of the Goods within this meaning. The assurance of properties or the assumption of a guarantee shall require the express confirmation by R&G using the words "assurance/to assure" – "Zusicherung/zusichern" or "guarantee/to guarantee" – "Garantie/garantieren". The agreement on the nature of the Goods shall have priority over objective requirements set out in section 434 (3) BGB.

To the extent that there is no agreement on the nature of the Goods, the question whether a defect exists shall be judged in accordance with the statutory provisions. In such case of non-agreement on the nature of the Goods and as regards the manufacturing and delivery of products made of tubular glass, the provisions (esp. the provisions regarding inspection and testing and defect evaluation including the so-called Accepted-Quality-Levels – AQL) of the Defect Evaluation List for Containers made of Tubular Glass (Editio Cantor publishing company, D-88322 Aulendorf, Germany, vol. 19) in its currently valid version will apply.

(3) As a general rule, R&G shall not be liable for defects of which the Partner has knowledge at the time of conclusion of the contract or of which it has no knowledge due to gross negligence (section 442 BGB). Furthermore, the Partner's claims for defects shall require that it has complied with the inspection and notification obligations set out in section 9 of these General Terms and Conditions of Provision, Supply and Delivery. In the event that objections brought forward in due form and time which are also objectively justified under section 9 of these General Terms and Conditions of Provision, Supply and Delivery, R&G shall initially be entitled, at its option, to effect cure in the form of remedy of defects or to supply and manufacture new Goods free of defects respectively or to provide error-free product/process development. If the type of cure chosen by R&G is unreasonable for the Partner in an individual case, the Partner may reject it. R&G's right to refuse cure under the statutory prerequisites shall remain unaffected.

(4) R&G shall be entitled to make the type of cure owed dependent on the Partner paying the remuneration due. However, the Partner shall be entitled to retain a part of the remuneration which is reasonable in relation to the defect.

(5) The Partner shall give R&G the time and opportunity required for the cure owed, in particular it shall hand over the defective Goods for inspection purposes. Where Goods are supplied as replacement, the Partner shall, on demand by R&G, return the defective Goods to R&G in accordance with the statutory provisions. However, the Partner shall not be entitled to claim return.

(6) Where a reasonable period to be set by the Partner, but in any case not less than 30 days, for cure has expired unsuccessfully or where it may be dispensed with under the statutory provisions, the Partner may rescind the contract or abate the remuneration in accordance with the statutory provisions. Setting a period of time may in particular be dispensed with if R&G seriously and finally refuses cure – in particular on account of disproportionate expenses needed – if cure fails, if it is unreasonable for the Partner or if R&G is released from its obligation to perform. In the event of an insignificant defect, there shall be no right of rescission.

(7) R&G shall bear or reimburse the expenses necessary for inspection and cure, in particular transport, workmen's travel, work and materials costs and, where applicable, removal and installation costs, in accordance with the statutory provisions and these General Terms and Conditions of Provision, Supply and Delivery if there is actually a defect. Otherwise, R&G may demand reimbursement from

the Partner of all expenses incurred as a result of an unjustified request to remedy a defect if the Partner knew or was negligent in not knowing that there was actually no defect.

(8) The warranty ceases to apply if, without R&G's approval, the Partner makes changes to the Goods or product/process development or has them modified by third parties and remedy of defects is thereby rendered impossible or unreasonably difficult.

(9) Even in the event of defects, Partner's claims for damages or reimbursement of futile expenses shall only exist in accordance with section 10 of these General Terms and Conditions of Provision, Supply and Delivery and shall otherwise be excluded.

(10) R&G shall not be liable for material defects if Goods and product/process developments are used outside the application approved by R&G or in environments or conditions of use or installation other than those provided for in the service description.

(11) In this respect, the Partner shall be obliged to inform R&G without undue delay of any subsequently identified harmful properties and other consequences of the use of its goods creating a risk situation, if R&G's Goods are affected thereby.

(12) R&G shall warrant the delivered tools/systems against defects for a minimum output quantity to be agreed in R&G's production, but for no longer than 12 months following acceptance.

(13) The warranty period for products shall be 12 months. It shall commence upon their delivery.

11. Other liability

(1) Unless otherwise provided in these General Terms and Conditions of Provision, Supply and Delivery including the following provisions, R&G shall be liable for any breach of contractual and non-contractual duties in accordance with the statutory provisions.

(2) The following exclusions and limitations of liability shall apply to R&G's liability for damages:

(a) R&G shall be liable for damages – irrespective of the legal grounds – within the scope of fault-based liability on account of intent and gross negligence. In the event of ordinary negligence, R&G shall only be liable for breach of duty, if meeting such obligation is a prerequisite for the proper implementation of the contract and where the contractual partner may regularly rely on compliance with such obligation (so-called essential contractual obligations (wesentliche Vertragspflichten) or cardinal obligations (Kardinalpflichten). Apart from that, liability for damages of any kind, irrespective of the basis of the claim, including liability for culpa in contrahendo (fault in the conclusion of a contract), shall be excluded.

(b) Where R&G is liable for ordinary negligence, liability shall be limited to compensation for foreseeable and typically occurring damage (vorhersehbarer und typischerweise eintretender Schaden). Indirect damages and consequential damages which are the consequence of defects of the delivery item or, with regard to product/process development, of insufficient performance, shall moreover only be eligible for compensation to the extent that such damages are typically to be expected when the Goods and the product/process development are used in accordance with the intended use.

(c) In the event of liability for ordinary negligence, R&G's liability to pay compensation shall be limited to an amount of no more than EUR two million per claim and no more than EUR five million for all claims in an insurance year. (

(d) The above liability provisions shall not apply if R&G has given a guarantee for the nature of the Goods or for the product/process developments or if liability for such damages exists under the German Product Liability Act (Produkthaftungsgesetz) or any other mandatory, indispensable statutory provisions or if liability exists due to damages to life, body or health.

(3) The above liability provisions shall also apply for the benefit of employees, persons deployed to perform an obligation (Erfüllungsgehilfe) and other third parties whose services R&G avails itself for the performance of the contract.

12. Medical Devices

(1) In particular, with respect to products under the meaning of the EU Regulation 2017/745 (hereinafter the "Regulation") such as measuring spoons (with engraved or decorated notches), measuring cups (with engraved or decorated notches), assembled suction droppers, eye droppers, brushes and spatulas (hereinafter "Medical Devices") provided, the Partner undertakes and guarantees to be and remain constantly informed about the characteristics of the Medical Devices and the subsequent steps in the supply chain and promptly provide R&G with a detailed report thereon.

(2) Moreover, should the Partner reasonably believe that a Medical Device is not compliant and/or counterfeited and/or seriously compromised, he must immediately inform R&G, who will notify the competent authorities, in case such Medical Device is actually compromised.

(3) It remains understood that R&G (or the competent authority according to applicable legislation) shall have the authority to audit Partner that is a distributor, who hereby guarantees R&G full access to its premises at any time, in case of proven defects and/or problems concerning the Medical Devices, in order to verify and ensure that the Partner's surveillance system complies with the requirements of the Regulation.

(4) With respect to the complaints relating to Medical Devices, if the Partner is a distributor, it undertakes and guarantees as follows:

(a) to report all complaints/claims/reports of Suspected Incidents or Incidents to R&G, competent authorities and importers;

(b) to cooperate with R&G for market surveillance activities, including the possible recall / withdrawal of Medical Devices from the market;

(c) to keep a codified and updated register of all complaints / claims / reports of Suspected Incidents or Incidents to the manufacturer, competent authorities and importers;

(d) to retain any Medical Device applicable documentation (such as but not limited to claim reports, recall reports, and the like) for ten (10) years from the issuance date in a safe place, easy to find and protected by any potential damage (such as but not limited to fire, flooding, explosion);

(e) to indemnify and hold harmless R&G from any and all claims, damages and losses it may have as a consequence of a violation by Distributor of any of its obligations from letter (a) through letter (d) above.

(5) With respect to the records and the information relating to Medical Devices, the Partner undertakes and guarantees as follows:

(a) to retain any Medical Devices applicable documentation (such as but not limited to claim reports, recall reports, and the like) for ten (10) years from the issuance date in a safe place, easy to find and protected by any potential damage (such as but not limited to fire, flooding, explosion);

(b) to cooperate in achieving complete traceability of the Medical Devices sale delivery and use;

(c) to have or to adopt proper quality system (certified if so requested by R&G) in order to guarantee the execution of any and all audit, control and inspection activities set forth under this Agreement, also with respect but not limited to the Medical Devices' compliance with the applicable legislation.

(6) Moreover the Partner undertakes and guarantees to make sure as follows:

(a) that the CE mark is present on the Medical Device label;

(b) that the specific declaration of conformity for the Medical Device is present;

(c) that a Unique Devices Identifier is adopted and implemented; and

(d) if the Partner is a distributor, that the importer, if any, complies with all identification and indication set forth under Article 13, paragraph 3 of the Regulation

13. Force Majeure

(1) To the extent that and as long as a case of Force Majeure, in particular natural disasters, labour disputes, riots, measures by public authorities, pandemics and other unforeseeable, unavoidable and serious events exists, the parties shall be temporarily released from their obligation to perform. Force Majeure is an outside event to the company, caused externally by elementary forces of nature or by actions of third parties, which is reasonably unforeseeable, cannot be avoided or rendered harmless by economically bearable means even by applying the utmost care reasonably to be expected in the circumstances, and which cannot be accepted due to its frequency.

(2) This shall also apply if these events occur at a time when the affected party is in default. The parties shall be obliged to provide the necessary information without delay within the scope of what is reasonable and to adjust their obligations to the changed circumstances in good faith.

14. R&G's right of use and insurance

(1) R&G shall be granted a right to use all tools/systems manufactured or supplied for the production for the Partner.

(2) To the extent not otherwise agreed by individual contract, R&G shall be obliged to keep the tools/systems for production for the Partner remaining with R&G in a usable condition, in particular to use them exclusively in accordance with the contract, to ensure their maintenance and care and to carry out the necessary maintenance and repair work without delay in a proper and professional manner. The Partner shall bear the costs incurred for this, unless a different distribution of costs has been agreed in writing.

(3) The Partner shall bear the costs for the replacement of the tools/systems or for their overhaul if they have become unusable as a whole due to alterations or deterioration caused by use in accordance with the contract.

(4) R&G shall bear the costs for the replacement of a tool or system which has been lost or has become unusable due to circumstances for which R&G is responsible. R&G's obligation to store tools shall expire if no further orders are received from the Partner within two years after the last delivery.

(5) In the absence of any express agreement to the contrary, the Partner shall be obliged to take out insurance for the tools/systems at its own expense against destruction, damage or loss (property insurance) to the extent customary for tools/systems and to maintain such insurance for the entire period of time for which they are made available.

(6) In the absence of any express agreement to the contrary, R&G shall be and shall remain the owner of the tools and systems manufactured by it or by a third party commissioned by it for Partner's orders. This shall also apply if the Partner has assumed the costs for the tools or has contributed to them or if their manufacture is also attributable to the Partner's cooperation and suggestions. The Partner shall not have any kind of exclusivity related to the right to use of tools and systems.

15. Termination of contract

(1) Notice of termination shall require the written form.

(2) The parties may terminate the contract for a compelling reason without observing a notice period. Notice of termination may only be given within two weeks of obtaining knowledge of such compelling reason, stating the reason for termination. Such compelling reason shall exist if the terminating party, having taken into account all the circumstances of the specific case and having weighed the interests of both parties against each other, cannot reasonably be required to continue the contractual relationship until the agreed end or until the expiry of a notice period. This shall in particular be the case in the event of a deterioration of the assets of the parties (e.g., in the form of compulsory enforcement measures) or if insolvency proceedings are applied for or opened in respect of the assets of the other party.

(3) Where the compelling reason consists of the breach of the other party's essential duty, either party may terminate the contract only if the breach of duty is not remedied within a period of thirty (30) days after notice of the breach of contract was given to the party in breach.

(4) As of the date of termination of the contractual relationship, R&G shall balance all stocks of Goods which could not be made use of in the course of the contractual relationship for the production of the product owed, as well as the material scheduled in accordance with section 4.2. par. (1) (last sentence), and shall invoice these to the Partner at the contractually agreed conditions. After settlement of the liability, possession of the products shall devolve to the Partner.

(5) After termination of the contractual relationship, R&G shall return the tools in its possession to the Partner at the latter's expense, to the extent that R&G is not the owner of the tools.

16. Property Rights

(1) Where R&G is under an obligation to supply Goods based on drawings, models or samples provided by the Partner, Partner shall warrant to R&G that production and supply of the Goods do not infringe any third-party property rights.

(2) If R&G is prohibited by a third party from producing or supplying Goods made according to Partner's drawings, models or samples by invoking a property right belonging to such third party, R&G shall be entitled – without being obliged to examine the legal situation – to discontinue production and supply and to demand reimbursement of the costs incurred, to the exclusion of all and any Partner's claims for damages. The Partner shall indemnify R&G against claims for damages by third parties. For all direct and indirect damages arising from the infringement and assertion of any proprietary rights, the Partner shall make an appropriate advance payment at the instigation of R&G.

(3) If the Partner itself is the holder of property rights, it shall grant R&G, free of charge, a simple license limited in time for the duration of the production of the Goods. This shall cover the production of the contractually owed Goods and shall also be transferable to agents commissioned by R&G without the Partner's approval, to the extent that such agents are involved in the production.

17. Data Protection and Secrecy

(1) Both R&G and the Partner guarantee that the personal data processing operations will be carried out exclusively for the activities set forth in the contract, and undertake, for the duration of the contract, to process the data in compliance with the current regulations governing the protection of personal data, as well as the instructions given by the Data Controller. Specifically, both R&G and the Partner must process, protect and verify the personal data lawfully and correctly, observing all the provisions set forth in Regulation (EU) 679/2016. It being understood that data disclosure and acquisition are in any case necessary to fulfil contract obligations and to carry out the economic activity.

(2) Each Party shall maintain in strict confidence, and shall not disclose to any third party, any or all information of a confidential nature observed by or disclosed to it by or on behalf of the other Party, pursuant to the terms and conditions of the separate confidentiality agreement, if any. If no such applicable agreement is in force, each Party agrees not to use or exploit such confidential information or any part thereof and shall not disclose such confidential information except as permitted herein. Information shall be deemed confidential if this has so been communicated by the other party or if this is apparent from the nature of the information. Each Party shall safeguard the confidential and proprietary nature of the confidential information of the other Party with at least the same degree of care as it holds its own confidential or proprietary information. In addition, if the receiving Party is requested to disclose the confidential information of the disclosing Party in order to comply with a requirement under any Law or request from a court of competent jurisdiction, the receiving Party shall give the disclosing Party prompt notice of such request so that the disclosing Party may seek an appropriate protective order or other remedy, if any. Upon the written request of the disclosing Party, the receiving Party shall promptly return or destroy, at such disclosing Party's option, all confidential information of the disclosing Party (including all copies in whatever medium provided to, or made by, the receiving Party) except for any copies remaining at the receiving Party's standard computer back-up devices. The obligations under this Section shall survive for five (5) years following termination or expiry of the contract.

18. Compliance

The Partner represents and warrants that all activities directly or indirectly carried out in accordance with these General Terms and Conditions of Provision, Supply and Delivery will be performed in compliance with and in full and absolute accordance with all applicable laws (civil, criminal, administrative, etc., whether national or international) and international anti-corruption regulations such as the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, the UK Bribery Act, and the US Foreign Corrupt Practices Act.

R&G and Partner (each of them: a “Party”) hereby agree that they mutually recognize and confirm the adequacy and equivalence of either Party’s Corporate Programs and each company’s associated efforts in the fields of Compliance, Corporate Social Responsibility (CSR) and Sustainability. Insofar, R&G refers to the respective information as set out and under the Corporate website of the Gerresheimer Group of Companies in their most current version. As of the revision date of these General Terms and Conditions of Provision, Supply and Delivery, the respective informations in these aforementioned fields are set out under https://www.gerresheimer.com/en/company/investor-relations/corporate-governance/compliance , https://www.gerresheimer.com/en/sustainability/downloads and under https://www.gerresheimer.com/en/sustainability. Hence, neither Party is obliged to comply with and to adhere to the other Party’s respective guidelines and programmes.

19. Export control

The Partner is aware that the export or transfer of Goods outside the customs territory of the European Union or to certain entities/destinations may be subject to control by the competent authorities and declares and guarantees that it has taken all necessary measures to comply with current national, European, and US legislation on export control and international economic sanctions.

In the event that the Goods are exported by the Partner, the Partner undertakes to export such Goods to customers who are not included in the lists of natural or legal persons, entities or bodies subject to restrictive measures by the European Union and/or in the List of Specially Designated Nationals and Blocked Persons (“SDN List”) drawn up by the Office of Foreign Assets Control (“OFAC”) and that are not owned or controlled by persons or entities appearing on such lists.

The Partner shall indemnify R&G against any and all liability that may arise to R&G from any violations of the provisions applicable from time to time regarding export controls and international economic sanctions in relation to the Goods.

20. Final provisions

(1) The invalidity of individual provisions of these General Terms and Conditions of Provision, Supply and Delivery shall not affect the validity of the remaining provisions. Invalid provisions shall be deemed to be replaced by such valid provisions as are suitable to achieve as far as possible the economic purpose of the provision ceasing to apply.

(2) These General Terms and Conditions of Provision, Supply and Delivery and the contractual relations between the parties shall be governed by the laws of the Federal Republic of Germany to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

(3) The Court of Jena shall have the exclusive jurisdiction for all disputes arising directly or indirectly from the contractual relationship.