

# **General terms and conditions for ordering goods and services (“General Purchasing Conditions”), Grünenthal GmbH**

## **1. General**

- 1.1 All orders shall be placed in accordance with our General Purchasing Conditions. Where the term “supplier” is used below, this shall be deemed to include entrepreneurs and other contractors. General terms and conditions used by suppliers that deviate from our General Purchasing Conditions shall not become part of the contract, even where we do not expressly object.  
Where we accept the supplier’s delivery/service without expressly disputing the supplier’s terms and conditions, this shall not imply that we would have accepted said terms and conditions.
- 1.2 Where our order differs from the supplier’s offer, our order is deemed to be accepted by the supplier unless the supplier disputes this order within one week from the order date.
- 1.3 Only written orders are legally binding. Orders placed verbally, including by telephone, must be followed by written confirmation to become legally binding. The same applies to additional verbal side letters and amendments to the contract.  
Orders, delivery calls and amendments and supplements hereto may also be made by remote data transmission or by machine-readable media, if such was previously agreed in writing.
- 1.4 No remuneration is paid for the preparation, submission and presentation of offers or for bidding for tenders. The preparation and/or transmission of an offer does not create a right to claim an order.
- 1.5 We may require changes to be made after signing the contract. In the event of such changes, their impact on the contractual partners shall be appropriately taken into account, especially with regard to cost over- or under-runs and the delivery dates.

## **2. Confidentiality**

The supplier undertakes to hold all commercial, business and trade secrets, manufacturing processes and other commercial and business facts that came to its knowledge during activities carried out for us in strict confidence and to use it only for the purposes of the contract. The supplier shall impose corresponding conditions on its staff and its own subcontractors.

The contract’s existence shall also be treated as confidential. Disclosure of the commercial relationship with us requires our prior written authorisation.

## **3. Prices, dispatch, packaging**

- 3.1 The agreed prices are final and exclude additional claims by the supplier. The prices must be in Euro and shall attract statutory Value Added Tax.
- 3.2 Unless expressly agreed otherwise, the supplier shall deliver DDP, Aachen, Incoterms 2000.
- 3.3 Our order number shall be quoted on all the documentation (e.g. dispatch notifications, bills of freight, invoices and all correspondence).
- 3.4 We only accept the quantities or number of units delivered as ordered by us. Over- or under-deliveries are only permissible after obtaining our prior written approval.
- 3.5 The goods must be packed in a way that damage in transport is avoided. Packaging materials shall only be used to the extent necessary to achieve this purpose. Only environmentally-friendly packaging materials shall be used.

#### **4. Quality requirements for pharmaceutical products**

The ordered goods shall be manufactured and delivered in accordance with the quality standards attached to our order or specified by us separately. They shall be tested by the supplier in accordance with the AQL quotas specified by us. When delivering the goods, the required test certificates/analysis certificates prepared on the basis of these tests shall be attached to the corresponding delivery in duplicate.

In order to maintain uniform quality control at our end, the supplier undertakes to notify us immediately of all modifications relating to the manufactured goods' composition, production, quality control and subcontractors.

#### **5. Invoicing and payment**

- 5.1 Invoices shall be sent separately to our postal address in the proper form in duplicate once delivery has been made, together with all associated documents and data (order number, including the item number listed on the order where relevant).  
Invoices submitted improperly are deemed to be received by us only from the time of rectifying same.  
Copy invoices shall be clearly marked as such.
- 5.2 Payment shall be made using the normal commercial arrangements, either within 30 calendar days with 3% discount or after 60 calendar days net, calculated from delivery/performance and receipt of invoice.
- 5.3 When invoicing by number of items or weight, the number of items or weight assessed by us shall be deemed definitive.
- 5.4 If test certificates for materials have been agreed, they form an integral part of the delivery. They must be faxed to the agreed receiving site no later than in advance on the delivery date. In this event, the payment period for invoices starts not earlier than on receipt of the original of the agreed certificate.
- 5.5 In the event of defective delivery, we are entitled to retain proportionate payment until correct delivery is made.
- 5.6 Claims arising from contracts entered into with us may only be assigned with our written consent.

#### **6. Delivery dates, delays, force majeure**

- 6.1 The agreed delivery dates are binding. Relevant for compliance with the delivery date or the delivery deadline is receipt of the goods at the receiving or usage site determined by us, or if acceptance of the performance is agreed upon or provided for by law, the date of successful acceptance of the performance.
- 6.2 If it becomes known to the supplier that an agreed delivery date cannot be met for any reason, supplier must notify us of same immediately in writing and state the reasons and the expected period of delay.
- 6.3 If the supplier's delivery is overdue, then in addition to legal claims we shall be entitled to liquidated damages in the amount of 0.3% of the contractual amount per day of delay, up to a maximum of 5% of the contractual amount. Our acceptance of the late delivery or of the late performance of the contractually agreed services does not imply waiver of any compensation claims.

- 6.4 The supplier can only assert the absence of necessary documents that we must supply where it has demanded the documents in writing and has not received them within a reasonable time.
- 6.5 Force majeure and strikes release the contractual partners from their performance obligations for the duration of the interference and to the extent of its impact. The contractual partners undertake, as far as is reasonable, to provide the required information immediately and to adapt their obligations to the changed circumstances in good faith.  
We shall be released in whole or in part from the obligation to accept the ordered delivery/service and in this regard entitled to rescind from the contract, where the delivery/service can no longer be utilised due to the delay caused by the force majeure or the strike, taking into account the financial aspects.
- 6.6 In the event of delivery earlier than agreed, we reserve the right to return it at the supplier's expense. Where an early delivery is not returned, the goods shall be stored by us until the agreed delivery date at the supplier's expense and risk.  
In the event of early delivery, we reserve the right to make payment only on the agreed due date.
- 6.7 We will only accept part-deliveries once this is expressly agreed. When making agreed part-deliveries, the amount still outstanding should be clearly shown.

## **7. Return of documents**

The supplier shall properly keep all the documents placed at its disposal for the purpose of providing the contractually agreed deliveries/services, in particular layouts, drawings and films, and ensure that third parties do not have access to them. These documents shall be returned to us at our request during the contractual relationship, otherwise on expiration or termination of the contractual relationship, or shall be properly destroyed at our request. In the latter case, the supplier shall confirm proper destruction in writing.

## **8. Warranty, guarantees**

- 8.1 The supplier warrants that all deliveries/services conform to state of the art technology, to the relevant legal provisions and to the regulations and guidelines of official authorities, trade and professional associations.  
If deviations from these regulations are necessary in specific cases, the supplier must obtain our written consent to same. The supplier's obligation under a warranty for the deliveries/services is not abridged as a result of such consent. If the supplier has reservations concerning the type of implementation requested by us, it must notify us immediately in writing.  
The supplier's contractual and/or statutory duties with regard to the delivered item are neither abridged nor voided as a result of our approval of drawings, calculations and other technical documents. This also applies to suggestions and recommendations made by us, except where expressly agreed otherwise.
- 8.2 The supplier undertakes to use environmentally-friendly products and processes in its deliveries/services insofar as it is financially and technically feasible, including in subcontracted supplies or ancillary services provided by third parties.  
The supplier undertakes to provide us with the required safety data sheets at first delivery. In later deliveries this is only required if their contents or the delivered products have been modified.  
The supplier shall indemnify us against all claims by third parties in the event that the supplier fails to provide us with the safety data sheets or does so belatedly. The same applies to all later amendments.

- 8.3 The warranty period shall be two years, except where expressly agreed otherwise. It starts with the supply of the delivered item to us or to third parties nominated by us at the receiving or usage site specified by us.  
For devices, machines and installations, the warranty period begins on the acceptance date of the performance stated in our written acceptance declaration.  
The warranty period for construction works shall conform to the statutory provisions; for spare parts it shall be two years after fitting/commissioning.  
Otherwise, the statutory warranty claims shall apply without restriction.
- 8.4 For supplied parts that cannot remain in operation during a defect investigation and/or defect rectification, the current warranty period shall be extended by the duration of the suspended operation.  
For repaired or new supplied parts, the warranty period restarts with the completion of the remedy or, where acceptance of the performance is agreed upon, on this acceptance. Where relevant, the acceptance of the performance shall be requested from us in writing.
- 8.5 Where we suffer damages or loss as a result of defective deliveries or services, then in addition to the statutory claims we shall be entitled to liquidated damages in the amount of 15% of the contractual amount.

## **9. Intellectual property**

- 9.1 The supplier warrants that all deliveries and services do not infringe the intellectual property rights of third parties and in particular that patents, licences or other third party intellectual property rights are not infringed by the supply and use of the delivered items.
- 9.2 The supplier shall indemnify us and our contractual partners against all corresponding third party claims arising from infringement of intellectual property rights and shall bear all costs arising in this connection.
- 9.3 We are entitled, but are not obliged to obtain from authorised parties at the supplier's expense licenses to use the relevant delivered items and services.

## **10. Miscellaneous**

- 10.1 Should individual clauses of these general purchasing conditions be ineffective, this does not prejudice the effectiveness of the other provisions.
- 10.2 The supplier is not entitled, without our prior consent in writing, to transfer and/or assign its contractual obligations or rights in whole or in part to third parties.
- 10.3 Except where expressly agreed otherwise, the place of performance for the agreed delivery is the dispatch address or usage site requested by us; for all other obligations of both parties it is Aachen.
- 10.4 If the supplier suspends payments, a temporary insolvency administrator is appointed, insolvency proceedings against its assets are initiated or its bills of exchange or cheques have been protested, we may rescind from the contract in whole or in part without thereby creating cause for any claims against us.
- 10.5 Exclusive place of jurisdiction is Aachen. However, we reserve the right to assert our claims before any other court of appropriate jurisdiction.
- 10.6 These terms and conditions shall exclusively be governed by the laws of Germany. The United Nations Convention on Contracts for the International Sale of Goods as of 11.04.1980 does not apply.