

## GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY

of the company PHARMA GLAS Koniakowsky & Kuehr GmbH, 5020 Salzburg, Austria, Vogelweiderstraße 65a

Date: December 2020

### 1. Scope

1.1 These general terms and conditions of sale and delivery of the company PHARMA GLAS Koniakowsky & Kuehr GmbH, hereinafter referred to as: *PHARMA GLAS*, shall apply to all sales and deliveries as well as all ancillary transactions and other services in connection therewith. The contractual partners of PHARMA GLAS are hereinafter referred to as the "*Buyer*".

1.2 Amendments and supplements to these Terms and Conditions of Sale and Delivery as well as the validity of the Buyer's Terms and Conditions of Business require the express written acceptance of PHARMA GLAS in order to be effective; this also applies in case of deviation from the formal requirement of written form.

### 2. Conclusion of an agreement

2.1 Offers of PHARMA GLAS are subject to confirmation and non-binding and are deemed to be an invitation to the Buyer to submit an offer. Offers are only legally binding if an additional reference to the legally binding nature of the offer has been expressly stated in the offer.

2.2 Orders or commissions of the Buyer shall only become legally binding when PHARMA GLAS issues a written confirmation thereof and this has been received by the Buyer. Amendments or supplements to orders and purchase orders, be they by telephone, e-mail, fax or verbally, shall also require the express written confirmation of PHARMA GLAS in order to be legally valid.

2.3 Technical and commercial information provided by PHARMA GLAS shall only be deemed to be part of the contract and shall only become valid if it has been declared to the Buyer by an identical order confirmation.

2.4 All information provided to the Buyer for the conclusion of the contract shall remain the property of PHARMA GLAS.

### 3. Transfer of risk

3.1 Place of performance for legal transactions is 5020 Salzburg, Austria. The risk for goods ordered by the Buyer is transferred to the Buyer as soon as the goods are ready for collection, especially with regard to performance and price.

3.2 In the case of delivery of goods with the commercial clause "free", the performance and price risk shall pass to the Buyer at the latest when the goods are taken over by the first

carrier. PHARMA GLAS is only obliged to take out transport insurance if this has been expressly agreed in writing.

### 4. Delivery

4.1. The delivery period for concluded legal transactions shall be agreed in each individual case. The delivery period shall commence after confirmation of the order by PHARMA GLAS and the fulfilment of all technical, commercial, legal and financial preconditions of the legal transaction incumbent upon the Buyer and to be fulfilled by it, the making of the agreed down payments or the fulfilment of other preconditions for the disposal transaction.

4.2. PHARMA GLAS is entitled to make partial and advance deliveries.

4.3. In the event of a delay in delivery for which PHARMA GLAS is responsible but which is due to slight negligence, PHARMA GLAS shall be granted a reasonable extension of the delivery period which shall not be less than four weeks. If the cause for exceeding the delivery period lies within the sphere of the Buyer or in extraordinary events for which PHARMA GLAS is not responsible, the reasonable extension of the delivery period shall in any case be eight weeks.

4.4 In the event of a delay in delivery for which PHARMA GLAS is responsible, the Buyer may, at its discretion, demand the performance of the legal transaction by granting a grace period or declare in writing its withdrawal from the legal transaction with respect to the goods or parts of goods not yet delivered. In the second case, goods already delivered shall be returned. In this case, payments already made shall be refunded to the Buyer. Gross negligence or intent on the part of PHARMA GLAS shall result in the obligation to compensate for the damage caused by non-performance.

4.5. Further claims due to delay in delivery are expressly excluded. In particular, compensation for loss of profit of the Buyer is excluded. The obligation of PHARMA GLAS to pay damages shall in any case be limited to half the contract value.

4.6. In case of default of acceptance by the Buyer, PHARMA GLAS shall be entitled either to declare its withdrawal from the contract by granting a reasonable grace period or to store the ordered goods at the Buyer's expense and to claim the purchase price. All damages, expenses, legal fees or collection costs associated with the delay in acceptance shall be reimbursed by the Buyer. Any further claims of PHARMA GLAS for damages etc. shall remain unaffected.

4.7. In the case of special and custom-made products, however, the Buyer is obliged to accept them in any case. Should the Buyer nevertheless refuse to accept the special and custom-made products, the contractual parties shall agree on a

contractual penalty in the amount of the purchase price. The contractual penalty is not subject to the judicial right of moderation.

## 5. Prices

Unless separately referred to, the prices in the offer are ex works and do not include additional costs such as loading, transport and insurance.

## 6. Terms of payment and default

6.1 The terms of payment are to be taken from the order confirmation, or alternatively from the additional written agreements between the contractual parties. If no other rules can be inferred from the order confirmation or sales correspondence, the (net) claim shall become due within 30 days of the invoice date.

6.2 The Buyer cannot fulfil its payment obligation by offsetting it against claims against PHARMA GLAS. In particular, the Buyer is also not entitled to withhold payments due because of possible warranty or guarantee claims or to set them off against existing claims.

6.3 In the event of default in payment by the Buyer, PHARMA GLAS may, after granting a reasonable period of grace, rescind the contract and, at its discretion, insist on performance of the contract and declare the entire purchase price due for payment or withhold services to be rendered (or partial services) until the purchase price has been paid in full.

6.4 In the event of default, interest on arrears amounting to 3% above the base interest rate, plus all costs associated with the default, such as reminder fees, legal fees, collection fees, etc., shall be deemed to have been agreed.

6.5 The withdrawal from the legal transaction by PHARMA GLAS shall result in the complete reversal of the services rendered and shall entitle PHARMA GLAS to claim the full amount of damages. The return of the goods already delivered shall be at the risk and expense of the Buyer, whereby any reduction in value which has occurred in the meantime shall be charged to the Buyer. If PHARMA GLAS agrees, partial deliveries may remain with the Buyer, provided that the pro rata purchase price has already been paid. Any necessary costs for an interim storage or other consequences of the Buyer's delay shall be borne by the Buyer. The withdrawal of PHARMA GLAS releases it from all other agreements and obligations.

## 7. Retention of title

7.1 The goods delivered shall remain the sole property of PHARMA GLAS until full payment of the purchase price or any additional costs. The Buyer is prohibited from reselling the goods before full payment has been made.

7.2 Should third parties assert rights against the Buyer and seize the goods subject to retention of title, for instance in or out of court, the Buyer undertakes to inform PHARMA GLAS immediately and thus enable PHARMA GLAS to assert its right of ownership; this in case of any other compensation.

7.3 In the case of goods delivered under retention of title which are sold to third parties, the Buyer already now assigns to PHARMA GLAS the proceeds resulting from the sale for collection and at the same time the Buyer undertakes to keep the proceeds from the sale of the goods subject to retention of title separately from the other assets and to note this assignment of claims in its books and invoices.

## 8. Warranty/liability

8.1 PHARMA GLAS guarantees the goods for a period of six months. The period shall commence upon acceptance of the goods by the Buyer, in case of default of acceptance by the Buyer upon readiness of PHARMA GLAS to perform.

8.2 Any warranty claims are to be made demonstrably to PHARMA GLAS by registered letter, e-mail, fax, etc., whereby the asserted defects are to be described and listed in detail. The date of receipt of the notice of defects by PHARMA GLAS shall be decisive for the timeliness of the notice of defects. In the event of default of payment, PHARMA GLAS shall be entitled to reject the warranty claims asserted.

8.3 Production-related defects with a defect frequency of less than 0.05% are excluded. PHARMA GLAS hereby informs that a fault-free production according to the state of the art is excluded, but that the quality assurance, like the production, is carried out according to the state of the art, so that a liability of PHARMA GLAS for faults which as such lie within the tolerance limits for fault frequencies is excluded. PHARMA GLAS shall be entitled to make additional deliveries in order to fulfil the contract and shall not be liable in this case for any consequential costs incurred by the Buyer under warranty or for damages.

8.4 PHARMA GLAS shall only be liable for damages in case of gross negligence or intent. Liability for slight negligence is excluded, as well as compensation for consequential damages, financial losses and damages from loss of profit.

8.5 The customer has fulfilled its obligation to inspect the goods and to provide notice of defects if it specifies and specifically issues the notice of defects immediately after receipt of the goods. Later notices of defects do not lead to warranty claims. PHARMA GLAS shall be liable for hidden defects if these defects are outside the tolerance limits measured by the state of the art. The liability of PHARMA GLAS shall in this case be limited to 5% of the value of the goods.

8.6 In particular, PHARMA GLAS shall not be liable for damages arising from the customer's incoming quality control or subsequent costs, as long as fault tolerance limits are not exceeded. Liability for purely cosmetic deviations, without technical background or without impairment of the specific characteristics of the delivered goods, are completely excluded.

## 9. Applicable law, place of jurisdiction

9.1 For legal disputes arising from the business relationship between PHARMA GLAS and the Buyer as well as for all legal transactions concluded within the framework of these agreements, the place of jurisdiction shall be 5020 Salzburg, Austria. PHARMA GLAS is, however, entitled to invoke the competent court at the Buyer's place of business. It is expressly agreed that Austrian law shall apply.

9.2. The invalidity of any provision of this agreement shall not affect the validity of the remaining provisions. Any ineffective or unethical provisions shall be replaced by a provision which comes closest in economic terms to the unethical or ineffective provision and which is effective; this shall be done in accordance with the principles of good faith.

9.3. The UN Convention on Contracts for the International Sale of Goods (UNCITRAL) shall apply insofar as these General Terms and Conditions of Sale and Delivery do not contain provisions to the contrary.

**PHARMA GLAS Koniakowsky & Kuehr GmbH**