

# ALLGEMEINE VERKAUFSBEDINGUNGEN

## To be used in business transactions

### 1. General:

These general terms and conditions of sale come into effect on 6th May 2021, replacing the General Terms and Conditions of Sale valid up to that date. Provision of all our quotations, deliveries and services is exclusively subject to these General Terms and Conditions (GTC). By placing an order and/or accepting a delivery, the buyer accepts these GTC, which will also apply to all future contracts. Any General Terms and Conditions of Purchasing of the buyer that deviate from or conflict with these GTC are not applicable, unless explicitly accepted by us in writing on a case-by-case basis. Quotations by CC Pharma are subject to change without notice. The contract is not concluded until we provide a written order confirmation or delivery of the goods. No oral agreements have been made.

### 2. Prices:

Our list prices are subject to change without notice and apply exclusively to contracts concluded in Germany. The net prices published by IFA media (Lauer-Taxe) on the day of delivery apply. Prices are exclusive of the applicable statutory rate of VAT. CC Pharma always invoices the prices applicable on the day of delivery.

### 3. Delivery

In case of orders with a net value over EUR 100.00 (i.e. after deduction of the applicable rate of VAT and any price discounts), delivery is free domicile including packaging, using the cheapest shipping route at our own discretion. Should the customer request a specific shipping route or date of delivery, any additional costs arising on the basis of this request shall be payable by the customer. For contracts with a net product value under EUR 100.00, our current delivery costs are EUR 8.00. All deliveries are made for the account and risk of the buyer. Our delivery obligation is considered fulfilled as soon as we transfer the goods to a postal service, rail service, parcel service or forwarding agency. If the products cannot be shipped for reasons within the customer's area of risk, risk will be transferred to the customer upon notification of readiness for shipping by the seller. Any additional costs for continued storage following transfer of risk shall be payable by the customer. Generally, all orders are executed without delay. We are entitled to provide part-deliveries where they are within the customer's interest and within reason. If our supplier has failed to deliver the products on time or at all and procurement of substitute products from another supplier is impossible or would involve unreasonable and disproportionate efforts and if the delay and/or default in delivery is beyond our control, we are entitled to withdraw from the contract. In case of force majeure – i.e. all events that could not have been foreseen or prevented even with the outmost care – the contractual duties of the contracting parties shall be suspended for the duration and scope of said force majeure. If the delays resulting from force majeure exceed a period of 6 weeks, both contracting parties will be entitled to withdraw from the contract with respect to the scope of services affected by force majeure. All other claims shall be excluded in this case. In case of default in payment on the part of the buyer, we are entitled to withhold deliveries and services until the buyer has made the agreed payment and/or to withdraw from the contract if the buyer fails to pay the amount due within the defined period of grace.

### 4. Payment, due date, commissioning of debt collection:

Unless agreed otherwise, monthly invoices and individual invoices shall be due for payment within 15 days of the date of invoice without deductions. If a SEPA direct debit mandate is granted, a discount for prompt payment can be agreed.

The invoice date given on the invoice of CC Pharma GmbH shall apply to pre-notification (within the SEPA direct debit mandate).

The invoice of CC Pharma GmbH shall replace pre-notification. The invoice quotes the buyer's mandate number, the creditor ID of CC Pharma GmbH, the invoice amount and the due date of the SEPA direct debit.

In case of default in payment we shall be entitled – subject to further claims of damages – to charge interest to the amount of the typical interest rates for loans charged by banks, but at a minimum 8 percentage points above the base interest rate valid at that time. If the buyer is in default of payment regarding a single invoice, all accounts receivable by CC Pharma GmbH from this buyer will become due for payment. This specifically also applies in case of cancellation or non-payment of an agreed SEPA direct debit mandate from the buyer's account. Payment is not deemed made until the amount is at the disposal of CC Pharma. Unless special terms have been agreed, CC Pharma will credit any payments first against the costs, then against the

interest rates and lastly against the main debt. We reserve the right to make delivery against prepayment or cash on delivery if we consider payment of our receivables to be in jeopardy based on the objective situation. The buyer shall only be entitled to offset or withhold payments against accepted and legally established claims for compensation. In the event of the buyer's default in payment, CC Pharma GmbH is entitled to commission a registered collection agency to collect the outstanding receivables. The buyer must reimburse CC Pharma for the costs incurred by commissioning the collection agency to the amount of up to 1.3 times the reasonable business fee plus maximum expenses of 20.00 EUR in line with the Lawyers' Compensation Act (Rechtsanwaltsvergütungsgesetz, RVG).

CC Pharma is entitled to assign its claims against the buyer to a third party.

#### 5. Retention of title

We retain the title to the products sold until we receive full payment of all claims arising out of our business relations with the buyer. The buyer is entitled to resell the purchased products in the ordinary course of its business. The buyer hereby assigns all claims from such resale to CC Pharma as collateral, either in total or to the amount of any co-ownership on our part. The buyer will be entitled to collect these claims on our behalf and for our account until the buyer revokes or discontinues its payments to us. The buyer is not entitled to assign these claims, not even for the purpose of debt collection by means of factoring, unless the factoring firm simultaneously undertakes to pay our share of the claims directly to us for as long as we are entitled to receivables from the buyer. The buyer shall inform us without delay by registered letter of any access or claims by third parties to our products covered by retention of title. Exercise of our right to retention of title does not constitute withdrawal from contract. Up to full payment of our claims, the goods and the receivables taking their place must not be pledged to third parties nor transferred or assigned as security. If the value of the collateral exceeds the amount of our claims by more than 20 %, at the buyer's request we will release collateral at our discretion.

#### 6. Resale:

Our products may only be offered, sold or dispensed in their original packaging. Any offer, sale or dispensing in partial amounts is prohibited. This does not apply to the options defined in Section 31 of the Pharmacy Practice Order (Apothekenbetriebsordnung). Indirect or direct resale to a wholesaler by pharmacies or to another country, including a free zone of control type I or a free area or free port, is prohibited to the extent legally admissible.

#### 7. Liability for defects:

The buyer shall inspect the delivered goods immediately on receipt. Otherwise the goods shall be considered approved. Complaints will only be considered if raised within 4 working days from receipt of the goods or, in case of hidden defects, within 4 working days of their identification. Complaints must be raised in writing with the pertinent documentation enclosed, specifically the packing slip. Our liability in case of defects shall initially be limited to rectification in the form of delivery of defect-free products. If we fail to deliver defect-free goods within a reasonable period of grace and at the buyer's request and/or if rectification fails and/or is refused by us, the buyer shall be entitled to either withdraw from the contract or demand a reduction in price.

Further claims beyond the above shall be excluded except where the defect in the goods is within our control and/or we have provided a warranty for the quality of the goods.

In the case of claims for quality defects, the statutory limitation period is one year from delivery of the goods, provided such delivery of defective goods does not represent intentional breach of duty.

#### 8. Returned goods:

The return and/or exchange of goods duly delivered according to the terms of the contract is only possible if agreed beforehand. We reserve the right to destroy any goods that are returned without legal reason without compensation. Apart from the above, our separate Terms and Conditions of Return shall apply.

#### 9. Place of performance and jurisdiction:

The place of performance for deliveries of goods, payments and other contractual services is Densborn. The place of jurisdiction, also for bills of exchange and cheque actions, is Trier. The business relationship between CC Pharma and the buyer is governed by German law.

#### 10. Data storage:

Customer data is only stored and processed electronically to the extent necessary for business, taking into account the relevant data-protection regulations.

**11. Validity:**

Only the latest list of product lines and services shall apply.

**12. Evidence:**

At the request of CC Pharma GmbH and prior to initial contract conclusion, the buyer placing the order shall, at its own expense, submit to CC Pharma a copy of the valid documents proving that the buyer is authorised to purchase the products of CC Pharma. The buyer shall inform CC Pharma GmbH without delay of any changes in the validity or content of this authorisation.

6th May 2021