



General Terms and Conditions of Sales of Arevipharma GmbH (May/01/2022)

arevipharma
Manufacturing health.

§ 1 SCOPE OF APPLICATION

1. These General Terms and Conditions for Deliveries and/or Services, hereinafter also referred to as "General Terms and Conditions", shall apply exclusively and to all contractual relationships between Arevipharma GmbH, hereinafter also referred to as "Arevipharma", and "merchants" as defined by the German Commercial Code, legal entities under public law or special funds under public law. Arevipharma shall not recognize any terms and conditions of the Buyer that conflict with or deviate from these General Terms and Conditions and shall not become part of this contract unless Arevipharma has expressly agreed to their validity in writing.
2. Our Terms and Conditions of Sale shall apply exclusively even if we are aware of terms and conditions of the customer that conflict with or deviate from our Terms and Conditions of Sale and execute the delivery to the customer without reservation and without order confirmation.
3. These General Terms and Conditions shall also apply to all future similar deliveries and services from us to the Buyer until new General Terms and Conditions of Arevipharma apply.

§ 2 OFFERS, CONTRACTS

1. The offers are subject to change; a contract is only concluded by our written or pre-printed order confirmation or, without the Buyer having received an order confirmation, upon handover of the goods to the forwarding agent or the commissioned carrier. Order confirmations can be sent by mail, e-mail or fax.
2. Supplements, amendments and ancillary agreements must be in writing to be effective. This also applies to this written form clause.

§ 3 PRICES, TERMS OF PAYMENT

1. Unless otherwise stated in the order confirmation, the prices are "ex works Radebeul"; the costs for packaging and transport are not included.
2. Unless otherwise stated in Arevipharma's product description, the prices quoted are net prices. Value added tax shall be charged separately at the statutory rate applicable at the time of delivery.
3. Unless otherwise stated in the order confirmation, gross payment shall be due within 30 days of invoicing without deduction. The statutory rules concerning the consequences of default in payment shall apply.
4. Down payments and advance payments are to be paid plus sales tax.
5. Payments shall only be deemed to have been effected as soon as they are finally available in an account of Arevipharma.

6. If Arevipharma becomes aware of circumstances that indicate an impairment of the creditworthiness of the Buyer or an inability to pay, Arevipharma may make its deliveries dependent on an immediately due advance payment of the invoice amount. This shall also apply if these circumstances become known between the conclusion of the contract and delivery or after one or more partial deliveries. If the Buyer refuses to make the advance payment or fails to make the advance payment despite being given a deadline, Arevipharma shall be entitled to withdraw from the contract and to assert claims for damages. If an application for insolvency has been filed against the Buyer's assets or if insolvency proceedings have been opened, Arevipharma shall also have the right to withdraw from the contract and to claim damages without further requirements. Upon receipt of the declaration of withdrawal, all outstanding invoices and remuneration claims of Arevipharma shall become immediately due and payable.
7. Cheques and bills of exchange will only be accepted by special agreement and only on account of performance. Bill of exchange and discount charges shall be borne by the Buyer. If the Buyer defaults on a payment in whole or in part, all claims for payment against the Buyer arising from current transactions shall become due immediately - irrespective of the term of the accepted bills of exchange.
8. Arevipharma reserves the right to charge payments to settle the oldest due invoices plus the interest and costs accrued on them, in the following order: costs, interest, principal.
9. The Buyer shall only be entitled to set-off rights if his counterclaims are undisputed or have been legally established. Furthermore, he shall only be entitled to exercise a right of retention insofar as his counterclaim is based on the same contractual relationship and is disputed or has been established as final and absolute.

§ 4 SHIPPING, DELIVERIES

1. Unless otherwise agreed, Arevipharma shall ship the goods uninsured ex works at the risk and expense of the Buyer; Arevipharma shall determine the shipping method, shipping route and carrier. Arevipharma shall be entitled to make partial deliveries if the partial delivery is usable by the Buyer within the scope of the contractual purpose, the delivery of the remaining goods is ensured and the Buyer does not incur any significant additional expenses or costs as a result. Arevipharma shall be entitled to take out transport insurance on behalf of and at the expense of the Buyer, at least in the amount of the invoice value of the goods.
2. The risk of destruction, loss or damage of the goods shall pass to the Buyer at the latest upon handover of the delivery item (whereby the start of the loading process shall be decisive) to the forwarding agent, the carrier or any other third party designated to carry out the shipment. This shall also apply if partial deliveries are made. In the event of collection by the Buyer, the risk shall pass to the Buyer when the goods are made available.

If the shipment or handover is delayed due to a circumstance caused by the Buyer, the risk shall pass to the Buyer on the day on which the delivery item is ready for shipment and Arevipharma has notified the Buyer of this.

§ 5 DATES, DEADLINES

- 1.** Dates and deadlines for deliveries and services shall only be binding if expressly confirmed in writing by Arevipharma. If a binding delivery date is exceeded for reasons for which Arevipharma is responsible, the Buyer shall set Arevipharma a reasonable grace period for delivery in writing. This grace period shall be two weeks. An extension of this period shall be agreed upon between Arevipharma and the Buyer in each individual case. If delivery does not take place after expiration of the grace period and if the Buyer wishes to exercise its right to rescind the contract for the aforementioned reasons or to claim damages in lieu of performance, it shall be obligated to notify Arevipharma of this expressly in writing beforehand, setting a reasonable additional grace period and requesting delivery. At Arevipharma's request, the Buyer shall be obligated to declare within a reasonable period of time whether it will withdraw from the contract due to the delay in delivery and/or demand damages in lieu of performance or insist on delivery.
- 2.** If a delivery is delayed due to the occurrence of unforeseeable extraordinary events at Arevipharma or a supplier, which could not be averted despite reasonable care under the circumstances (e.g., operational disruptions, labor disputes, delays in the delivery of necessary raw materials, etc.), the delivery dates and delivery periods shall be extended appropriately, even within an already existing delay in delivery.

§ 6 CLAIMS OF DEFECTS

Claims for defects must be received by Arevipharma in writing without delay, but no later than ten days after receipt of the goods (in the case of hidden defects, without delay, but no later than ten days after their discovery, and no later than three months after receipt of the goods), with the submission of receipts, samples, packing slips, and indication of the invoice number, the invoice date, and the signature on the package. If the Buyer does not notify claims for defects in due time or in the agreed written form, the delivery and service shall be deemed to be free of defects with regard to the complaint that was not made in due time or form or the defect that was not notified in due time or form. The timeliness of the complaint shall be determined by the date on which it is proven that it was sent to the Buyer in due time. If the Buyer accepts the delivery or service in the knowledge of a defect, he shall only be entitled to the rights derivable from the defectiveness if he expressly reserves his rights on account of this defect in writing.

§ 7 RIGHTS OF THE BUYER IN CASE OF DEFECTS

- 1.** If the delivered goods or services are defective, the Buyer shall first be entitled to demand subsequent performance. At Arevipharma's discretion, this may consist of rectification of the defect or subsequent delivery of new goods or services that are free of defects. Liability for defects shall be excluded if the defect in the delivered goods or the service provided by Arevipharma is at least also based on the raw materials provided by the Buyer or any other cooperative action on the part of the Buyer. Arevipharma shall always be granted the opportunity to do so within a reasonable period of time.
- 2.** In the event of rectification of defects, Arevipharma shall be obligated to bear all expenses necessary for the purpose of rectifying the defect, in particular transport, travel, labor, and material costs, insofar as these are not increased by the fact that the goods were transported to a location other than the place of performance.
- 3.** If the subsequent performance fails, the Buyer may, at its option, demand a reduction of the purchase price or - if the defect is not insignificant - withdraw from the contract. Instead of rescission or reduction, the Buyer may also claim damages under the conditions set out in § 8 of these General Terms and Conditions. All acts of cooperation and obligations of the Buyer, e.g. provision of raw materials, shall remain unaffected even in the event of subsequent performance. The Buyer may, however, demand compensation for any additional expenses incurred as a result.
- 4.** If the warranty is a recourse of the Buyer after a successful claim has been made under the provisions of the sale of consumer goods, the recourse claims based on the provisions of the sale of consumer goods shall remain unaffected. Claims for damages shall be governed by § 8 of these General Terms and Conditions.
- 5.** Arevipharma shall be obligated to notify the Buyer immediately upon becoming aware of any case of recourse occurring in the supply chain. Statutory rights of recourse against Arevipharma shall only exist to the extent that Arevipharma has not entered into any agreements with its Buyer that go beyond the statutory claims for defects.
- 6.** The agreement of a guarantee requires the written form and the requirements of § 477 German Civil Code ("BGB").
- 7.** With regard to the limitation of the Buyer's claims for defects, reference is made to § 9 paras. 1 and 2 of these General Terms and Conditions.

§ 8 COMPENSATION FOR DAMAGES

- 1.** Arevipharma shall be liable in accordance with the statutory provisions insofar as the Buyer asserts claims for damages that are based on intent or gross negligence, including intent or gross negligence on the part of Arevipharma's representatives or vicarious agents. Insofar as Arevipharma has not committed an intentional breach of contract, liability for damages shall be limited to the foreseeable, typically occurring damage.

2. Arevipharma shall be liable in accordance with the statutory provisions if Arevipharma culpably violates an essential contractual obligation; in this case, the liability for damages shall be limited to the foreseeable, typically occurring damage. In this case, the maximum liability is further limited per damage event to the value of the order on which the claim is based.
3. In the event of a slightly negligent breach of duty on the part of Arevipharma, claims for damages shall be excluded unless the breach of contract concerns duties that are essential for achieving the purpose of the contract.
4. Liability for culpable injury to life, limb or health shall remain unaffected; this shall also apply to mandatory liability under the Product Liability and Medicines Act.
5. Unless otherwise stipulated above, liability - irrespective of the legal grounds - is excluded. This shall also apply in particular to claims for damages arising from culpa in contrahendo, other breaches of duty, or tortious claims for compensation for property damage pursuant to Section 823 BGB. Insofar as Arevipharma's liability for damages is excluded or limited, this shall also apply with regard to the personal liability for damages of Arevipharma's employees, representatives and vicarious agents, bodies of affiliated companies and group companies.

§ 9 LIMITATION OF LIABILITY

1. The limitation period for claims for damages arising from breaches of duty and the limitation period for claims for defects, i.e. for claims for subsequent performance, claims for reduction of the purchase price, the right to withdraw from the contract and for damages, shall be twelve months from the statutory commencement of the limitation period. This period shall not apply to claims for damages by Arevipharma arising from injury to life, limb or health or from intentional or grossly negligent breaches of duty by Arevipharma or its vicarious agents, which shall each be subject to the statute of limitations in accordance with the statutory provisions.
2. Paragraph 1 shall not affect the limitation period in the event of a delivery recourse pursuant to Sections 478, 479 of the BGB; it shall be five years, calculated from the date of delivery of the defective goods.
3. Mandatory statutory limitation and liability provisions shall remain unaffected.

§ 10 REIMBURSEMENT OF EXPENSES

The Buyer's claims for reimbursement of futile expenses pursuant to § 284 BGB are excluded.

§ 11 RESERVATION OF TITLE

1. Arevipharma shall retain title to the goods until all liabilities arising from the entire business relationship with the Buyer, including ancillary claims, claims for damages and the cashing of checks and bills of exchange, have been satisfied. The retention of title shall also remain in effect if individual claims of Arevipharma are included in a current account and the balance has been struck and acknowledged.
2. The Buyer shall be entitled to resell the goods in the ordinary course of business; however, the Buyer hereby assigns to Arevipharma all claims in the amount of the final invoice amount (including VAT) of Arevipharma's claim that accrue to the Buyer from the resale against its Buyers or third parties, regardless of whether the goods have been resold without or after processing. The Buyer shall remain authorized to collect this claim even after the assignment. This shall not affect Arevipharma's authority to collect the claim itself. However, Arevipharma undertakes not to collect the claim as long as the Buyer meets his payment obligations, is not in default of payment, or no application for insolvency proceedings has been filed, or payments have not been suspended. If this is the case, however, Arevipharma may demand that the Buyer inform Arevipharma of the assigned claims and their debtors, provide all information necessary for collection, hand over the associated documents and inform the debtors (third parties) of the assignment.
3. If the goods are processed with other materials that do not belong to Arevipharma, Arevipharma shall acquire co-ownership of the new item in proportion to the value of the purchased item (final invoice amount, including statutory VAT) to the other processed materials at the time of processing. This shall also apply if the value of the processing or transformation is considerably lower than the value of the processed materials. In all other respects, the same shall apply to the item created by processing as to the goods delivered under reservation of title. The Buyer shall hold the sole ownership or co-ownership thus created in safekeeping for Arevipharma.
4. In the event of conduct on the part of the Buyer that is in breach of contract, in particular in the event of default of payment, Arevipharma shall be entitled to take back the goods. Arevipharma's taking back of the goods shall constitute a withdrawal from the contract only if this is expressly declared. After taking back the goods, Arevipharma shall be entitled to sell them; the proceeds of sale shall be credited against the Buyer's liabilities, less reasonable costs of sale. After withdrawal from the contract, Arevipharma shall be entitled to demand reasonable compensation for the duration of the surrender of the goods.
5. In the event of seizures or other interventions by third parties, the Buyer shall immediately notify Arevipharma in writing so that Arevipharma can file a lawsuit pursuant to Section 771 of the German Code of Civil Procedure (ZPO). Insofar as the third party is not in a position to reimburse Arevipharma for the judicial and extrajudicial costs of a lawsuit pursuant to Section 771 ZPO, the Buyer shall be liable for the loss incurred by Arevipharma.

6. Arevipharma undertakes to release the securities to which Arevipharma is entitled at the request of the Buyer to the extent that the realizable value of the securities exceeds the claims to be secured by more than 50 percent; Arevipharma shall be responsible for selecting the securities to be released.

§ 12 FORCE MAJEURE

Events of force majeure, such as floods, natural disasters, war or threat of war, civil unrest, unstable political conditions, terrorist attacks or threats, general supply difficulties, disruptions at transport companies, operational and other disruptions at Arevipharma or its suppliers or its cooperation partners for which Arevipharma is not responsible, as well as their consequences, shall release Arevipharma from its obligation to perform for the duration of the disruption and to the extent of its effects, excluding any obligation to pay compensation. In the event that the service is not available, Arevipharma shall immediately inform the Buyer of this circumstance. In this case, Arevipharma shall be entitled to provide partial services to a reasonable extent. If the disruption lasts longer than three months, both parties shall be entitled to withdraw from the contract.

§ 13 RIGHTS, DOCUMENTS

1. Arevipharma shall be exclusively entitled to all rights to services provided by Arevipharma, samples, drafts, plans and other documents, etc., in particular patent, copyright and inventor's rights. The Buyer may use the documents and other details produced within the scope of an order only after full payment of the remuneration and only for the agreed purpose or, in the absence of an express agreement, only for the typical purpose. Publication and reproduction of documents and industrial property rights of Arevipharma, in whole or in part, shall require the written consent of Arevipharma.
2. All documents provided by Arevipharma to the Buyer shall remain the property of Arevipharma and shall be returned to Arevipharma upon first request.

§ 14 CONFIDENTIALITY, DATA PROTECTION

1. The Buyer shall keep secret all details of the mutual business relationship during the mutual business relationship and beyond for a period of five years after termination of the business relationship, as long as these have not become public knowledge. The Buyer shall make information subject to secrecy available to its subcontractors as well as in its own business only to those persons who are also bound to secrecy.

These persons shall only receive this information to the extent that they actually require it for their activities within the scope of the business relationship. Upon Arevipharma's request, all information originating from Arevipharma (including copies or records made, if applicable) and items provided on loan shall be immediately and completely returned to Arevipharma or destroyed.

2. Arevipharma shall be entitled, subject to compliance with the relevant provisions of the Federal Data Protection Act, to store, process and transmit data relating to the goods and payment transactions with the Buyer, insofar as this is necessary for the usual support and/or proper execution of the order. The Buyer expressly gives his consent to this.
3. Furthermore, Arevipharma reserves the right to store and process customer data for the maintenance and further development of the business relationship in compliance with the provisions of the Federal Data Protection Act. By accepting these General Terms and Conditions, the Buyer also gives his express consent in this regard. The data will not be passed on to third parties.
4. The customer has at any time the possibility of inspection and claim to deletion of his data. A corresponding request should be addressed to: Arevipharma GmbH, Customer Service, Meissner Straße 35, 01445 Radebeul, Germany. Excluded from this is data that serves to comply with legally prescribed retention periods and must be observed by Arevipharma.

§ 15 IMPORT AND EXPORT REGULATIONS

1. Buyer's attention is drawn to the fact that products including software and technology ("Goods") and related technical services may be subject to export or import controls restricting (re-)export, transfer or disclosure. Each Party is responsible for complying with applicable export and import control regulations as well as customs regulations.
2. The (re-)sale or (re-)export or transfer of Goods as well as related documentation and also corresponding technical services by the Buyer may be subject to German, EU, US export control law and, if applicable, the export control law of other countries. With the order, the Buyer declares conformity with the applicable export control law and that the Goods will not be delivered directly or indirectly to countries which prohibit or restrict the import of these goods. The Buyer undertakes to obtain all necessary permits for further (re-)export or shipment, provided that the Buyer is the exporter.
3. The Buyer declares with the order that the supplies and services will not be used directly or indirectly in connection with weapons of mass destruction and missiles therefor or for military end-use in an arms embargo country (in accordance with Art. 4 of the Dual-Use Regulation (EU) 2021/821).

4. The Buyer declares with the order that no resale will be made to persons, companies or organizations sanctioned by the European Union or the USA or listed on any other applicable national sanctions list.
5. Claims for damages of any kind against Arevipharma GmbH due to delays or non-performance due to export control restrictions are excluded except in cases of intent and gross negligence.

§16 PLACE OF JURISDICTION

The place of jurisdiction for all legal disputes arising directly or indirectly from contractual relationships based on these General Terms and Conditions shall be Dresden. Arevipharma shall furthermore be entitled to sue the Buyer at the court of its registered office or branch office or at the court of the place of performance, at Arevipharma's discretion.

§ 17 SEVERABILITY CLAUSE

Should any provision of these General Terms and Conditions and the further agreements made be or become invalid or unenforceable, or should a loophole become apparent, this shall not affect the validity of these General Terms and Conditions and the further agreements made in other respects. In place of the invalid or unenforceable provision or in order to fill the gap, such reasonable provision shall be deemed to have been agreed between the contracting parties which comes closest in economic terms to what the parties intended or would have intended according to the sense and purpose if they had considered the point.

§ 18 APPLICABLE LAW

The contractual relations shall be governed exclusively by German law, excluding the conflict of laws rules and the United Nations Convention on Contracts for the International Sale of Goods (CISG).