

GENERAL TERMS AND CONDITIONS OF DELIVERY AND PAYMENT (12-2019)

1. Scope

These General Terms and Conditions shall exclusively apply to all our offers, contracts, deliveries and other services (hereinafter "delivery") provided to entrepreneurs, legal entities under public law or special funds under public law also in all future business relations, even if they are not explicitly agreed upon again. These Terms and Conditions shall be deemed accepted upon order placement or receipt of the products at the latest. We hereby explicitly object to any deviating or supplementary conditions set by our customer, they shall not be binding for us; such conditions shall only apply if we have expressly agreed to them in writing. Also, in case we participate in a customer's electronic platform and activate any dialogue boxes requested by the system, such activation does not constitute an acceptance of the terms of use or any other general terms and conditions of the customer.

Should any provision of the present General Terms and Conditions be invalid, this shall not affect the validity of the remaining provisions thereof.

2. Formation of contracts, documents, industrial property rights

2.1 Our offers are not binding. A contract shall only come into force upon our order confirmation in writing or text form. Solely our order confirmation in writing or text form is relevant for the date, kind and quantity of the delivery. Invoices or EDP printouts which we have designated as binding shall also be deemed to have been confirmed in writing. In the case of complete offers, the prices stated therein apply only when the order is placed for all items contained in the offer. When placing an order only for part of the total offer, the prices are to be requested again. If the order is not confirmed by us in writing or in text form the contract shall come into force upon

performance of the order at the latest. Statements made orally or by phone by our representatives shall be legally binding only if confirmed in writing or in text form.

2.2 We reserve all proprietary rights and copyrights to cost estimates, concepts, designs, drafts, drawings and other documents, in particular applied process and coating technology ("Proprietary Materials"); Proprietary Materials may be modified, saved or copied, and made available to third parties only with our explicit approval. Drawings and other documents provided as part of an offer must be returned to us upon request at any time and in any event if the order is not placed with us.

2.3 No Proprietary Materials created by us in connection with or pursuant to this contract shall be considered works made for hire. To the extent that customer owns any rights in such Proprietary Materials, customer hereby irrevocably assigns to us all rights, title and interest, including all intellectual property rights, in and to such Proprietary Materials.

2.4 In case we deliver items according to drawings, models, samples or other documents provided by the customer, the customer shall ensure that: (i) industrial property rights of third parties are not infringed, and (ii) products made or coated based on such customer information are in compliance with all applicable laws and regulations, in particular such related to products safety. If a third party, by invoking proprietary rights, prohibits in particular the manufacturing and delivery of such items, we shall be entitled to suspend all relevant activities and to claim damages without being obliged to analyze the legal situation (see also clause 8.3). In addition, the customer shall immediately indemnify us and hold us harmless from any costs and third-party claims related to design or other documents provided to us by the customer.



2.5 We reserve the right to charge the costs for samples and testing parts as well as for tools required for their manufacturing. Production costs of the tools required for series production are invoiced, unless otherwise agreed. All tools remain our property in any case, even if their production costs are fully or partially covered by the customer. In case of doubt, payment shall be due and payable after acceptance of the first sample, test component or tool.

2.6 We shall be entitled to procure the materials for the entire order and to manufacture the total order quantity immediately. Any customer requests for changes after order placement can, therefore, not be taken into consideration, unless explicitly agreed otherwise.

2.7 To the extent necessary for manufacturing or planning related reasons, our deliveries may exceed or fall short of the agreed.

3. Performance description; Limited Warranties

3.1 The quality of the delivered goods or services is finally described by the explicitly agreed features (e.g. specifications, labels, approvals, and other information). Any other qualities of goods and services are subject to a further explicit written agreement. Therefore, any warranty for a special application purpose or particular suitability, life period or durability after passing of risk requires an explicit written agreement; otherwise the risk of suitability and use shall be borne by the customer. We reserve the right to implement any legally required, customary or technically unavoidable deviations from physical and chemical quantities, including colors, recipes, chemical contamination, processes and the use of raw materials as well as order sizes and reasonable quantity variances, as far as this is not unreasonable towards the customer.

3.2 To the extent the design, information, data, specifications, practices and techniques have been provided by the customer, or the deliveries are based on active pharmaceutical ingredients or parts and components selected

or provided by customer or sterilized by a third party selected by customer we make no warranty whatsoever and the customer shall immediately indemnify us and hold us harmless from any related costs and third-party claims. Generally, solely customer shall be responsible for risks related to the use of customer products and all customer product related compliance requirements, including but not limited CE certifications.

3.3 Details of the delivery item (e.g. as provided in product information, electronic media or on labels) are based on our general experience and knowledge and are for purposes of reference value or labelling only. These product details as well as expressly agreed features or application purposes shall not relieve the customer from the obligation to test the product for the intended purpose and to take the respective measures for careful storage. In particular, but without limitation, it is acknowledged by the customer that no technical schedule, shall be deemed to constitute or contain any representation, warranty or condition relating to the deliveries.

3.4 THE WARRANTIES AND ANY ASSOCIATED REMEDIES SET OUT OR REFERENCED HEREIN ARE EXCLUSIVE. NO OTHER WARRANTY, WRITTEN OR ORAL, IS EXPRESSED OR IMPLIED BY US OR MAY BE INFERRED FROM A COURSE OF DEALING OR USAGE OF TRADE NEITHER BASED ON ADVERTISEMENTS, CONCLUDING ACTION NOR COMMERCIAL USE. TO THE EXTENT ALLOWED BY LOCAL LAW WE DISCLAIM ALL IMPLIED WARRANTIES OR CONDITIONS INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES OF NON-INFRINGEMENT.

3.5 Details of quality, durability and possible uses of our products do not include any guarantees, unless such details are explicitly specified as guarantee in writing.



4. Delivery and delivery time

4.1 All shipments are at the expense and risk of the customer, regardless of the place of shipment. If a specific type of transport is prescribed by the customer, the additional costs are also borne by the customer. Lead times are provided for information purposes only and shall be non-binding, unless it is explicitly agreed that the delivery date shall be fixed, i.e. it is put in writing that the customer has no further interest in the delivery after the agreed date. Confirmed delivery dates are subject to the correct, complete and timely receipt of supplies by us. Delivery deadlines shall be considered as met if prior to deadline expiry the delivery item has left our facility or if we have informed the customer that the order is ready for shipment. Delivery periods shall not start to run until the customer has properly fulfilled its respective obligations and contractual duties, such as furnishing technical data, product acceptance notifications in accordance with the agreed initial sampling processes and documents, approvals, making a down payment or providing a payment guarantee.

4.2 We are entitled to make partial deliveries. For small orders, i.e. Orders for quantities that do not correspond to at least one packaging unit, we reserve the right to charge the price of the relevant packaging unit as a minimum quantity or a minimum cost allowance.

4.3 Events of force majeure or other circumstances beyond our control that render the timely execution of accepted orders impossible shall relieve us from our delivery commitment as long as these events continue to exist. This means we do not assume the risk of procurement. Furthermore, we reserve the right to withdraw from the contract in case we do not receive the relevant products ourselves in spite of a respective prior procurement contract with our supplier; our responsibility for damages caused intentionally or negligently according to clause 8 remains unaffected. We will inform the customer without undue delay that the delivery item will not be available in time, and in case we withdraw from the contract

we will return any consideration already received without undue delay.

4.4 It is generally not possible to return any sold and non-defective products.

4.5 In case the customer becomes subject to insolvency proceedings, or comparable proceedings under foreign law, provides a formal information of financial status experiences payment difficulties or in case we become aware of a significant deterioration of the customer's financial situation, we shall be entitled to suspend deliveries immediately and to refuse the fulfilment of current contracts unless the customer provides the respective consideration in advance or, upon our request, provides appropriate securities.

4.6 A claim for damages due to default or non-performance or a right of withdrawal presuppose that the customer has set us a reasonable, at least 4-week grace period and this has expired fruitlessly. However, we are liable for damages only insofar as we or our employees are guilty of intent or gross negligence.

4.7 In case the customer is in default of acceptance or payment or does culpably breach any primary or accessory obligations, the customer shall indemnify us for any damages caused and any additional costs related thereto. Further claims and rights shall remain unaffected. In case of the customer's default of acceptance or payment, the risk of accidental loss and damage of the products shall pass to the customer.

4.8 In case the products are sent to the customer or a third party at the customer's request, the risk of accidental loss or accidental damage of the products shall pass to the customer once the products have left our facility/warehouse at the latest, irrespective of the agreed dispatch place and irrespective of which party bears the transport costs.

4.9 Unless explicitly stated otherwise, any use of Incoterms shall be deemed as a reference to the INCOTERMS 2020 as published by the International Chamber of Commerce (ICC).



4.10 Unless agreed otherwise, the information we provide under export law is limited to the non-preferential origin under Art. 59 et seq. of the European Union Customs Code Regulation (EU) 952/2013.

5. Prices and payment

5.1 Our prices are in EUR and are valid for delivery EXW INCOTERMS 2020 (agreed place of delivery); statutory VAT, transport and packing costs are not included.

5.2 Unforeseen changes in costs beyond our control, such as costs for raw materials, wages, energy and other costs shall entitle us to adjust prices for good cause accordingly at any time; adjustments for convenience can be implemented at our discretion with a one month prior notice. For partial deliveries each delivery may be invoiced separately. If no specific prices have been agreed in the contract, our prices valid at the respective delivery date shall apply. Special packaging will be charged at cost

5.3 Our invoices are due immediately and payable without discount. Any discount has to be specifically agreed in writing.

5.4 We are not obliged to accept bills, cheques or other promises to pay, their acceptance shall not be considered a replacement of the underlying obligation but only as an additional possibility for us to receive payment.

5.5 The date of receipt of payment shall be the day on which the amount is in our possession or has been credited to our bank account. In case the customer is in default of payment we may charge interest at the rate of 8 percentage points above the base interest rate published by BCE, according to the provisions of Italian Legislative Decree n. 231/2002 for the duration of the default. This shall not restrict our right to claim additional damages or costs.

5.6 In addition, in case the customer is in default of payment, we may choose to call due any outstanding purchase price instalments or other existing claims against the customer as well as to make future deliveries under this or other contracts subject to provision of a security in

advance or simultaneous payment against delivery.

5.7 No interest will be paid on advance or partial payments.

5.8 The customer may set off or withhold payments only if his counterclaim is undisputed or res judicata. This restriction shall not apply to claims of the customer for corrective measures in relation to a defective product or completion of an unfinished product.

5.9 Upon request, the customer shall provide us with any documentary evidence for tax purposes (i.e. entry certificates), which we consider necessary under the applicable statutory provisions to prove our exemption from VAT for cross-border deliveries. In case of non-compliance, the customer shall, after receipt of a corrected invoice, cover any VAT claims and interest imposed on us by the tax authorities. The customer shall inform us about the invalidity or any changes in its VAT identification number without undue delay.

5.10 We shall not be liable for damages resulting from the credit note procedure, e.g. any refunds of input tax and payment of interest by the customer to the competent tax authorities.

6. Claims for defects; Remedies

6.1 We shall be liable for defects of products delivered by us only according to the following provisions.

6.2 The customer shall properly fulfil its duties regarding inspection and lodging complaints, i.e. the customer shall inspect the products without undue delay and shall notify us of any defects in writing and with a precise description of the same, no later than 8 days from the discovery, and in any case no later than one year from the date of delivery

6.3 If defective products are delivered, we shall be given the opportunity, prior to the start of manufacturing (processing or installing), to sort out such products and to remedy the defect or to make a substitute delivery, unless this cannot reasonably be expected from the customer. In



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case we are unable to accomplish this or fail to comply in due course, the customer may withdraw from the contract to this extent and may return the products at our risk. In case of urgency, the customer may, following consultation with us, remedy the defects himself or instruct a third party to do so. Expenses incurred by such remedial activities shall be reimbursed by us according to clause 8.

6.4 If the defect is discovered only after the start of manufacturing or initial operation, despite the fulfilment of all duties according to clause 7.2, the customer may demand subsequent performance (rework or substitute delivery at our discretion).

6.5 Any claims for damages for defective products shall be subject to two useless attempts of subsequent performance. In case of substitute delivery the customer is obliged to return the defective products upon request.

6.6 A withdrawal from the contract or a claim for reduction of purchase price shall be granted only if the defect cannot be remedied within an appropriate period, if subsequent performance will incur disproportionate costs, is unreasonable or must be considered as failed for other reasons. The customer shall, however, have no right to withdraw from the contract in case of minor defects.

6.7 The customer shall allow us to inspect any rejected products without undue delay; in particular these products shall be made available to us upon request and at our cost. If complaints are unfounded, we may charge the transport costs and inspection expenses to the customer.

6.8 No claims for defects may be raised in case of merely insubstantial deviations from the agreed quality, insubstantial impairment of serviceability, or if the defect can be put down to a violation of operating, maintenance or installation instructions, unsuitable or improper use or storage. This shall also apply in case of faulty or negligent handling or assembly, normal wear and tear or tampering with the delivery item by the customer or a third party.

6.9 No costs may be claimed regarding the subsequent performance, the withdrawal from the contract or damage-repair because of defective products, in particular costs for de- and reinstallation, testing, validation, shipment, transportation, labour and material, insofar as: (i) these claims and costs result from the fact that the products have been transferred to a place different from the agreed place of performance after passing of risk, or (ii) at the time the costs were incurred, which means generally at the time of deliver but at latest during installation or processing, the customer knew or reasonably should have known of the defect. However, this does not apply in case such transfer corresponds with the normal use of the products known to us.

6.10 Damages and reimbursement of expenses may only be claimed according to clause 8.

6.11 The customer may not make the aforementioned claims for any products, which, according to mutual agreement, we do not deliver as new products.

7. Liability

7.1 Costs regarding the subsequent performance, the withdrawal from the contract or damage-repair because of defective products, in particular costs for de- and reinstallation, testing, validation, shipment, transportation, labour and material shall not exceed the total value of the respective order. We shall be liable for any damages, in particular resulting from a breach of duty of care when entering into a contract (culpa in contrahendo), from a breach of obligations or from unlawful acts only to the extent that we, our employees or vicarious agents have acted intentionally or grossly negligent.

7.2 For damages resulting from death or bodily harm or a violation of material contractual obligations, we shall also be liable for ordinary negligence.

7.3 We shall be liable for the infringement of third parties' industrial property rights in connection with the sale of our products under



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the foregoing provisions only if the infringement results from the proper use of our product and only to the extent such third parties' industrial property rights are valid in the Federal Republic of Germany or in Italy and have been published at the time of delivery. This shall not apply, if we have manufactured the product according to designs, drawings, models or other descriptions or data provided by the customer or based on active pharmaceutical ingredients or parts and components selected or provided by customer or sterilized by a third party selected by customer and/or if we did not know or did not have to know of any infringement of industrial property rights in connection with the developed product. In this case our customer is liable for any current or future infringement of third parties' industrial property rights. The customer undertakes to inform us without undue delay of any potential and alleged cases of infringement of third parties' industrial property rights he may become aware of, and to indemnify us from any third parties' claims, costs and expenses incurred.

7.4 Claims for defects of delivered products, including any damages relating to such defects – irrespective of the legal grounds – shall become time-barred one (1) year after delivery.

7.5 WE SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND ARISING FROM OR RELATING TO THE OBLIGATIONS UNDER THIS CONTRACT. THE TERM "CONSEQUENTIAL DAMAGES" INCLUDES, BUT IS NOT LIMITED TO, LOSS OF USE, LOSS OF INCOME, REVENUE AND COST OF CAPITAL OR PAIN AND SUFFERING. EXCEPT FOR PERSONAL INJURY OR DEATH DUE TO OUR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OUR AGGREGATE LIABILITY RELATING TO OUR OBLIGATIONS UNDER THIS CONTRACT (WHETHER BASED IN CONTRACT, TORT OR OTHERWISE SHALL IN NO EVENT EXCEED: (I) ON AN AGGREGATED CLAIM BASIS, THE AMOUNT

PAID TO US UNDER THIS CONTRACT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY ("THE COMBINED TOTAL"), OR (II) 10% OF THE COMBINED TOTAL ON A PER CLAIM BASIS. WE DO NOT ACCEPT ANY FURTHER LIABILITY.

8. Confidentiality

8.1 Customer shall implement adequate measures to keep any knowledge and information of a technical or economical nature it has received from us in connection with the business relationship ("Confidential Information") strictly confidential towards third parties at any time, even after the end of the business relationship, unless the customer proves that the Confidential Information is (i) already known to the customer or in the public domain at the time of disclosure or subsequently becomes public knowledge other than through a fault of the customer, (ii) subsequently developed by the customer completely independent from the Confidential Information, or (iii) received by the customer from a third party without breach of a confidentiality obligation.

8.2 We remain the sole owner of any documents, in particular drawings, containing Confidential Information, which are disclosed in the course of the business relationship. Any such documents must be returned to us upon our request but at the latest at the end of the business relationship. The customer has no right of retention regarding Confidential Information or documents or materials containing Confidential Information.

8.3 The disclosure of Confidential Information does not establish any industrial property rights, rights to knowhow or copyrights of the customer and does not constitute a prior publication or right of prior use according to the applicable patent, design and utility model laws. Any kind of license is subject to a written agreement.



9. Compliance; Recalls

9.1 The customer shall comply with foreign trade law provisions, in particular with any applicable export control regulations under German, Italian, EU and US law and hereby agrees that we can reasonably review, save, process and reasonably share with professional service providers customer data, including personal data, for compliance purposes in each case subject to the applicable data privacy laws and limited in extent and scope to the extent necessary to ensure legal and regulatory compliance. The customer will not engage in any business related to ABC weapons or military application, and he undertakes not to deal with or otherwise cooperate, neither directly nor indirectly, with any terrorist or terrorist organizations or any other criminal or anti-constitutional organizations. The customer will in particular establish reasonable organizational measures to implement applicable embargoes, the European regulations against terroristic and criminal acts and the respective requirements under US law or any other law applicable to the business relationship, in particular by implementing adequate software systems. Once a product has left our facilities, the customer shall be solely responsible for compliance with the abovementioned provisions and shall indemnify us from any and all claims or related costs resulting from the violation of the respective laws or regulations by the customer, its affiliates, employees, representatives or any of its vicarious agents, including reasonable attorney or consultant fees, administrative fees and penalties.

9.2 We will reasonably comply with the obligations resulting from the European Chemicals Regulation No. 1907/2006 ("REACH") that are directly applicable to us and will be liable for breaches according to clause 8. The customer shall, however, be solely liable for any negative consequences resulting from the provision of insufficient information by the customer, including any incorrect or incomplete

information relating to the use of products within the supply chain. Outside of Europe solely the customer is responsible for regulatory chemical compliance.

9.3 In the event in the reasonable opinion of one party a voluntary or government-mandated recall, field correction, market withdrawal, stock recovery or other similar action with respect to the deliveries ("Recall") is required, the customer will consult with us without delay, however the final decision for handling any Recall shall rest with us. Each party will designate a representative responsible for the exchange of such information and for all other regulatory information. In the event of a Recall, customer will not make any statement to the press or public concerning the Recall without first notifying us and obtaining our prior approval of any such statement

10. Place of performance, governing law and jurisdiction, miscellaneous

10.1 The customer may assign its claims arising from the contractual relationship only with our prior written approval.

10.2 For all claims resulting from our business relationship with the customer, in particular regarding our deliveries, the exclusive place of jurisdiction shall be Milan, Italy. This shall also apply to disputes concerning the formation and validity of a contractual relationship.

10.3 If a customer's place of business is located outside of Germany, we shall be entitled to have all disputes arising out of or in connection with our business relationship with the customer, including disputes about the validity of contracts, finally settled in accordance with the Arbitration Rules of the German Institution of Arbitration (DIS) without recourse to the ordinary courts of law. The place of arbitration shall be Frankfurt a. M., Germany. Upon request, we shall exercise our right to choose arbitration before proceedings are initiated. The arbitration proceedings shall be conducted in German, unless the customer requests them to be held in English.



Parties agree that Arbitration is an alternative choice to that of the jurisdiction of Milan Court.

10.4 The business relationship with the customer shall be exclusively governed by the laws of Italy, excluding its rules of private international law, the UN Convention on the International Sale of Goods (C.I.S.G.) and other bilateral or multilateral conventions on the harmonization of law regarding the international sale of goods.

10.5 This is a convenience translation of our Italian Conditions of Delivery and Payment. In case of discrepancies between the Italian and the English version, the Italian version shall prevail.

The Customer (stamp and signature)

Pursuant to the articles 1341 and 1342 Italian c.c. the Supplier declares to have read and approved specifically the following: art. 7.5, 7.6, 7.7, 7.8, 7.9., 7.10, 8.1, 8.3, 8.8, 10.2, 10.

The Customer (stamp and signature)



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