

General Terms and Conditions of Purchase of R-Biopharm AG

§ 1 Scope of Applicability

- (1) These conditions shall be an integral part of the purchase contract and shall apply exclusively. Conflicting or deviating conditions stipulated by the supplier or other reservations made by the supplier shall not be deemed accepted unless R-Biopharm AG has expressly accepted them in writing for a specific order. Neither the fact that R-Biopharm AG does not expressly object nor acceptance or payment of goods or services shall be construed as an acknowledgment of supplier's terms and conditions of delivery.
- (2) These conditions shall only apply to traders within the meaning of Sec.310 Subsec. 1 of the German Civil Code (BGB).
- (3) These conditions shall apply for all future orders with the supplier until the issuance of a follow up version.

§ 2 Orders / Delivery

- (1) Orders and alterations to orders must be in writing to be valid. Orders placed orally or by telephone shall thus require the subsequent written confirmation of the purchase department of R-Biopharm AG to be legally valid.
- (2) Supplier shall confirm each order, stating a binding price, a delivery period, the origin of the goods and, if applicable, the tarife number of the goods. In case of delivery of biological raw material or chemicals a recent certificate of analysis has to be provided together with the order. If R-Biopharm AG does not have the confirmation and the additional documents within 10 working days after receipt, R-Biopharm AG shall have the right to withdraw the order.
- (3) Partial deliveries or partial performance shall require R-Biopharm AG's prior written consent.
- (4) If the supplier has reasons to assume that he will not be able to meet, or meet in time, all or part of its obligations (particularly with regard to the obligations set forth in § 6), he shall inform R-Biopharm AG thereof immediately. In addition, the supplier has to inform R-Biopharm AG as soon as possible about changes in the recipe of the goods, changes in the origin of the goods as well as the issuance of an FDA (USA) Warning Letter (or any comparable measure of a comparable authority of another country) with regard to the goods.
- (5) Should the supplier fail to effect delivery or performance within the agreed time period, he shall be held liable under the existing legal provisions. Any possible contractual penalty agreed for delayed delivery shall remain unaffected in accordance with Sec. 340 Subsec. 2 BGB. If a penalty has been agreed, this can be invoked at any time until the final payment becomes due, without requiring a reservation of the right to enforce the penalty in accordance with Sec. 341 Subsec. 3 BGB.
- (6) In addition the General Delivery Conditions set out in Exhibit A shall apply.

§ 3 Prices / Terms of payment

- (1) The price quoted in the order is binding and considered fixed.
- (2) Prices are exclusive of the statutory value added tax (VAT). The VAT shall be listed separately in all cases.
- (3) Unless otherwise agreed in writing, payments are to be made within 14 days less a discount of 3% or within 30 days net upon delivery and receipt of properly issued invoice. Payments to suppliers are effected automatically in the weekly payment run.
- (4) The term "delivery" shall be replaced by "acceptance", if the ordered product or service is subject to any acceptance testing or procedure.

§ 4 Passing of risk, shipment, packaging

- (1) The transfer of risk shall depend on the agreed terms of delivery in accordance with the Incoterms (as at 2010). If no agreement has been made, the risk shall transfer to R-Biopharm AG upon proper handover of the goods at the agreed place of delivery. In the case of machines and technical installations, the transfer of risk shall not take place until the acceptance is confirmed.
- (2) If, in accordance with these terms and conditions, a type of delivery is agreed in which R-Biopharm AG does not engage the carrier, supplier must choose the transportation option that is most cost-effective and suitable for R-Biopharm AG.
- (3) The goods are to be packaged so that damages in transit are avoided. Supplier shall package, mark and dispatch hazardous goods in accordance with the requirements of the legal provisions applicable on the date of delivery. Packaging materials are only to be used in the extent as deemed necessary for archiving this purpose. Only environmentally friendly packaging materials may be used.

§ 5 Examination for defects / Commercial business

- (1) R-Biopharm AG shall inspect the goods within a reasonable period of time for any obvious deviations in quality and/or quantity and shall notify the supplier of any such deviations at latest within 10 business days after the receipt of the goods. If R-Biopharm AG fails to notify the supplier within this period, the goods in question shall be regarded as accepted unless there is a discrepancy that could not be identified upon the initial inspection. R-Biopharm AG shall notify the supplier of all other deviations, which could not be identified during the initial inspection, as soon as they are discovered in the regular course of business. Under Sec. 377 Subsec 3 of the German Commercial Code (HGB), the notification of a defect that is detected later is deemed made in time, if it is made 10 working days from date of detection. Payments do not signify a waiving of the right to make a complaint.
- (2) The date of dispatch of the notice shall be decisive for the timelines of the notice of defects.

§ 6 REACH Clause

- (1) Supplier assures not to deliver any goods to R-Biopharm AG, which contain or release any substances, that, pursuant to the Council Regulation EC No. 1907/2006 dated 18 December 2006 (REACH Regulation), including any future supplements and amendments, are subject to a registration or authorization at the time of delivery to R-Biopharm AG, but which are not registered or authorized. If substances within the meaning of sentence 1 above, on their own, in preparations or in articles are not subject to registration at the time of delivery of the goods to R-Biopharm AG solely on the basis of the transitional provisions for phase-in substances as stipulated in the REACH Regulation, supplier assures to have such substances either preregistered in due form and time or to have satisfied himself on the fact that they were pre-registered by the corresponding party subject to registration in due form and time. Furthermore, supplier assures to inform R-Biopharm AG immediately if it becomes apparent to him that a substance pre-registered in accordance with sentence 2 above will not be registered during the interim period relevant for the corresponding substance, and in such case he shall no longer deliver any goods containing such substances to R-Biopharm AG as of the expiry of the relevant registration period at the latest.
- (2) Moreover, supplier assures to maintain a pre-registration, registration or authorization as required by the REACH Regulation and carried out by himself for any substances contained in the goods delivered to R-Biopharm AG or released by such goods, beyond the term of the supply relationship with R-Biopharm AG. If supplier has not pre-registered, registered or authorized the corresponding substance himself, he assures to have ensured that he will be informed immediately on any abolition of the pre-registration, registration or authorization. Furthermore, supplier assures to inform R-Biopharm AG immediately on the date of abolition of a required pre-registration, registration or authorization of any substance delivered to R-Biopharm AG upon having obtained knowledge hereof and assures, as from this abolition date, to refrain from delivering any goods to R-Biopharm AG, which contain or release such substances.
- (3) Supplier assures to transmit a current and complete safety data sheet in compliance with the requirements of the REACH Regulation to R-Biopharm AG upon each delivery – irrespective of whether the transmittal of such a safety data sheet is mandatory pursuant to the REACH Regulation or the data sheet merely needs to be provided upon request. If supplier has to undertake chemical safety assessments of substances, he further assures to have checked the safety data sheet for conformity with the chemical safety assessment of substances and, if required, to have adjusted it accordingly. If the transmittal of a safety data sheet is neither mandatory according to the requirements of the REACH Regulation nor to be effected upon request, supplier assures to provide information on the registration number (if available) and a possible authorization obligation and to provide information on any authorizations granted or refused, information on any restrictions or any other available and relevant information required for the determination and implementation of appropriate risk management measures (safety information) in writing or electronically. Changes to safety data sheets or safety information must be immediately communicated to R-Biopharm AG and need to be marked in the updated safety data sheet/safety information attached to the first consignment.

- (4) If supplier is obliged to undertake a chemical safety assessment of any substance contained in or released by any article delivered to R-Biopharm AG and to prepare a chemical safety report, particularly due to a use of a particular substance notified by R-Biopharm AG, supplier assures to have undertaken the assessment and to have included the conclusions made in this respect into the safety data sheet or the safety information.
- (5) In case of a delivery of any articles to R-Biopharm AG, which contain one or several substances meeting the criteria in Article 57 of the REACH Regulation (i.e. which can be included in the list of substances subject to authorization) and identified in accordance with Article 59(1) of the REACH Regulation (i.e. which has been included in the "list of candidates") in a concentration above 0.1 % weight by weight (w/w), supplier assures to provide sufficient information to allow safe use of the article.
- (6) The fulfillment of the aforementioned obligations as set forth in Subsec. 1 to 5 are primary obligations of supplier.
- (7) If supplier has acted in breach of any of his contractual duties as set forth in Subsec. 1 or 2 above, R-Biopharm AG shall be entitled to rescind the contract insofar as the goods delivered by supplier do no longer comply with the requirements set forth in the REACH Regulation. Upon a violation of the obligations set forth in Subsec. 3, 4 and 5, R-Biopharm AG shall be entitled to rescind the contract if supplier fails to cure such infringement within a reasonable period of time set by R-Biopharm AG. Further claims for damages shall remain unaffected.
- (8) If R-Biopharm AG is held liable by any third party, who has bought goods delivered by R-Biopharm AG, due to a non-compliance of the goods supplied with the requirements of the REACH Regulation, supplier, upon first written request, shall be obliged to indemnify R-Biopharm AG against any claims brought against R-Biopharm AG to the extent the recourse to R-Biopharm AG is based upon an infringement of supplier's obligations as stipulated in Subsec. 1 to 5 above. R-Biopharm AG shall not be entitled to make any arrangements with the third party without supplier's approval and to effect a compromise with the third party in particular. The indemnity required of supplier refers to all expenses necessarily incurred by R-Biopharm AG out of or in connection with any claims made against R-Biopharm AG by the third party, particularly also to costs associated with R-Biopharm AG's legal defense and administrative costs as well as to all costs arisen due to a necessary replacement.

§ 7 Warranty

- (1) Supplier shall be responsible for his goods and services being free of defects in material / workmanship or any other material defect and free of defects of title. Supplier warrants further, that his goods and services are free of defects (in material, workmanship, any other material defects or defects of title), which nullify or diminish its value or suitability for the normal or contractual required use.
- (2) Supplier shall be responsible for his goods and services being compliant with all laws, regulations, directives and other legal requirements applicable to both, R-Biopharm AG and Supplier as well as DIN standards and generally recognized rules of technology.

- (3) Should the delivered goods fail to meet any or all of the requirements as set out above, R-Biopharm AG shall be entitled to demand, at its option, that the defect be remedied or the supply of defect-free goods. The costs of remedying goods or supplying replacements, including all incidental costs shall be borne by supplier.
- (4) If the subsequent performance has not taken place within a reasonable period of time, as determined by R-Biopharm AG, R-Biopharm AG shall be entitled to a reduction of the purchase price or in case of a material defect, to cancel the contract under the applicable legal provisions. The legal right of compensation for damages, especially for compensation for damages instead of the service or the demand of reimbursement for needless expenditure are reserved.
- (5) In addition to the rights set out in Subsection (3) above and provided that the goods or services supplied or provided by supplier are subject to any acceptance tests or acceptance procedures) and further provided that the subsequent performance has not taken place within a reasonable period of time, determined by R-Biopharm AG, or if supplier fails to remedy a defect, R-Biopharm AG may remedy the defects himself or have them remedied by third parties at the supplier's cost and risk. R-Biopharm AG shall be entitled to demand an advance payment from supplier in respect of the expenditure necessary for remedying the defect.
- (6) Unless expressly agreed otherwise in writing supplier is liable for defects that arise within 24 months from the date of receipt of supplier's delivery or from the date of acceptance, as the case may be. The warranty period for work on premises and buildings is 5 years from the date of acceptance.
- (7) If supplier has undertaken to guarantee the properties or durability of the product supplied, R-Biopharm AG can in addition lodge a claim under the terms of the guarantee.
- (8) Supplier shall hold R-Biopharm AG harmless from any product liability claims or claims raised under the German Product Liability Law which are attributable to a fault in the product supplied by supplier.
- (9) Notwithstanding these provisions supplier shall be liable under the existing legal provisions.

§ 8 Confidentiality

- (1) Supplier undertakes to treat all commercial or technical information made accessible by the R-Biopharm AG towards third parties as business secrets, as long as and to the extent they are not public knowledge and may only be made available to persons who need to make use of the information for the purpose of supplying to the buyer; the information remains the exclusive property of R-Biopharm AG.
- (2) Supplier shall not refer to his business connection with the buyer in any informational or advertising material except with the R-Biopharm AG's prior written consent.

§ 9 Place of Performance

Unless otherwise stipulated in the order, the place of performance shall be the place of business of R-Bio in Darmstadt.

§ 10 Severability

If at any time any provisions under these terms and conditions of purchase is or becomes invalid or unenforceable in any respect, the validity and enforceability of the remaining provisions hereof shall not be in any way affected or impaired thereby. In such event, the invalid or unenforceable provision shall be replaced by the parties by a valid or enforceable provision which reflects as closely as possible the economic intend of the invalid or unenforceable provision.

§ 11 Applicable law / Place of jurisdiction

This agreement is governed by the law of the Federal Republic of Germany. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not be applicable. The venue for all disputes arising out of, or in connection with contractual relationships based on these terms and conditions of purchase shall be Darmstadt. In the case of proceedings instituted by R-Biopharm AG, it shall also be the general place of jurisdiction of supplier.

General terms of delivery

General:

Incoming goods department R-Biopharm AG, An der neuen Bergstrasse 17 in 64319 Pfungstadt.
Signaling speed is required on the entire premises.

Delivery times:

UPS:

Monday – Friday
Between 8:30h-9:45h

FedEx/DHL/TNT/ GLS/Transoflex/Truckage companies And deliveries containing dangerous goods (e.g. dry ice)

Monday – Friday
Between 10:00h-11:30h

Attention Trucking companies and general cargo:

All deliveries need to be announced beforehand (minimum 1 day in advance) by mail or telephone by the supplier. The announcement needs to contain the following: Name of the forwarder/ Name of goods/ batch number/ quantity. The data in the announcement needs to be in accord with the shipping documents and the goods themselves. The delivery date should also be up to date in the announcement.

☐☐ Contact:

Telephone: +49 61 51 -81 02-31
Mail: wareneingang@r-biopharm.de

Administrative note:

1. The delivering driver, needs to provide significant and correct shipping documents to the delivery desk at R-Biopharm AG.
2. The goods need to be in accord with the packaging information of R-Biopharm AG
3. Only goods that have been cleared by customs may be delivered.
4. Partial deliveries need to be marked and announced accordingly.
5. Depositing and unloading goods outside of the delivery times is forbidden. R-Biopharm AG is not liable for the damage or loss of the goods.

Shipping documents:

Every bill of delivery must contain the following:

- Supplier name, number and address
- Recipient and Address
- Order number and position
- Date of delivery
- Quantity and unit of quantity
- Advice on temperature class of goods
- Goods description and serial number
- Country of origin
- Customs tariff number and preference
- weight
- means of transport/container

Packaging information:

The packaging needs to provide appropriate protection to the goods, so that no damages can occur during transport. The goods also need to be secured against wet conditions, electrostatic discharge (ESD), sliding and falling.

Every packages needs to be marked by a sticker with information about its contents. In general the following information must be given:

- description of goods and article number
- quantity

The covering box of collective deliveries, does not need to disclose the information on the contents.

Sustainable packaging:

We like to encourage our suppliers to choose their packaging diligently, as climate protection, energy- and resource efficiency, sustainability and responsible a responsible way of doing business are all key factors in environment protection. Our supply chain management supports environmental protection by preferring sustainable packaging and climate neutral solutions.

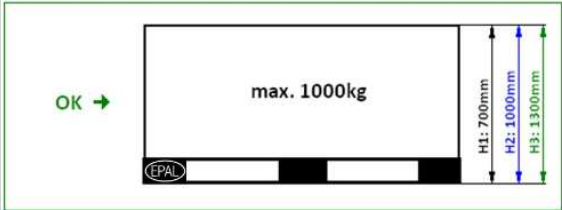
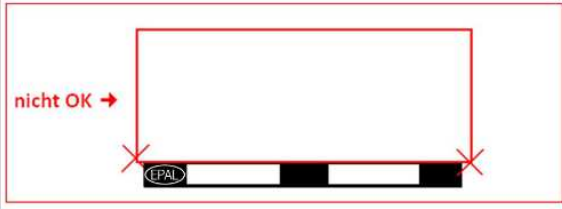
Notes for deliveries:

Please deliver your goods by prioritising UPS and FEDEX.

Deliveries EXW can be handled over our account number with the appropriate forwarder. Please contact us for further information.

1. The vehicle must be able to unload via the back. (no sideways unloading, small transporters such as Sprinters are exempt)
2. Double deck transports are to be avoided if possible.

- 3. The goods need to be delivered on technically flawless EURO or CP5 pallets. Non-returnable pallets and defective EUR and CP5 pallets cannot be stored by R-Biopharm AG.
- 4. The goods may not overlap the measurements of the pallet (800 x 1.200 mm).
- 5. The maximum height of 2,00 m per pallet must not be exceeded.
- 6. The maximum weight of 1.000 kg per pallet must not be exceeded.
- 7. All goods must be delivered homogenously, meaning that per pallet only one article of one batch (no mixed cartons, no mixed pallets). The goods in each layer in layered deliveries needs to be clearly marked, when the goods are of different nature

<p><u>Packages</u></p> <ul style="list-style-type: none"> ➤ Functional, depending on the goods being packed 	<p><u>Europoolpallet (FP)</u> <u>Europool-iron barred box</u></p> <p>Basic measurements of:</p> <ul style="list-style-type: none"> ➤ width: 1.200mm ➤ depth: 800mm <p>Palletheight incl. Palette:</p> <ul style="list-style-type: none"> ➤ height 1: 700mm ➤ height 2: 1.000mm ➤ height 3: 1.300mm <p style="text-align: center;">Only swappable and undamaged Europoolpalets or Europool iron barred boxes may be used</p> <p>Goods that overlap the measurements of the pallet and/or above measurements in general, need to be registered with the logistics e.g. purchasing department and may only be delivered after aforementioned departments consent.</p> <div style="border: 1px solid black; padding: 5px;">  </div> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;">  </div>
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State of delivery:

We reserve the right to charge the supplier with any internal costs caused due to harsh violations of the above terms or to refuse acceptance of the goods.

The responsibility for deliveries by sub suppliers lies with the direct contract partner.