

General Terms and Conditions of Sale

1. Scope of Application

- 1.1 Services and deliveries based on contracts for the sale of active pharmaceutical agents and ingredients for food supplements and foodstuffs of **Anklam Extrakt GmbH** (hereinafter referred to as "SELLER") in business transactions with entrepreneurs, legal entities under public law or legal entities of special fund under public law (hereinafter referred to as "BUYER") are exclusively subject to the following General Terms and Conditions of Sale of the SELLER (hereinafter referred to as "TERMS AND CONDITIONS OF SALE").
- 1.2 These TERMS AND CONDITIONS OF SALE shall also apply to future similar transactions between the SELLER and the BUYER.
- 1.3 Any different, deviating or conflicting general terms and conditions of sale of the BUYER shall not be accepted. They shall not form part of the contract even if they have been referred to in an order, unless the SELLER has previously expressly agreed in writing to the validity of the BUYER'S General Terms and Conditions of Sale.

2. Contract Conclusion

- 2.1 The SELLER'S offers shall be without engagement. A contract shall only be concluded after acceptance in accordance with Clause 2.3.
- 2.2 By placing an order, the BUYER declares his intention to be bound to purchase the products specified in the order (hereinafter referred to as "PRODUCTS").
- 2.3 The offer contained in the order may be accepted by the SELLER within 10 banking days after receipt of the order. Acceptance shall be made in writing or be implied by sending the PRODUCTS.
- 2.4 The time limit according to Clause 2.3 shall not commence until the BUYER has provided proof, in addition to his order, that he is entitled to purchase the PRODUCTS that have been ordered, if a special official authorisation/permit is required. A separate request by the SELLER shall not be required.

3. Prices and Payment Methods

- 3.1 The sales prices at the time of delivery shall apply in accordance with the SELLER'S price list, plus the respective applicable statutory VAT.
- 3.2 Payment of the invoice amount shall be made exclusively in EUR to the SELLER'S account stated on the invoice.
- 3.3 Unless otherwise agreed in writing, the invoice amount shall be due for payment without deduction within 30 days from the date of invoice. The BUYER shall make payments in such a way that they are received by the SELLER no later than the 30th day after the invoice date.
- 3.4 default interest shall be charged at a rate of 8 percentage points above the respective base rate p.a. The SELLER shall reserve the right to claim higher concrete damages caused by the delay. The BUYER is entitled to prove that the SELLER has suffered no or only minor damage due to the default in payment.
- 3.5 If the BUYER is in default with a payment, the SELLER shall be at liberty to withhold further deliveries or to deliver only in case of advance payment. All other legal claims of the SELLER shall remain unaffected.

4. Delivery, Transfer of Risk

- 4.1 The minimum net order value is 2,000 EUR net (plus VAT).
- 4.2 Production-related quantity deviations of up to 10% shall be permitted. The quantity delivered shall be invoiced.
- 4.3 Delivery shall be made as standard shipment Ex Works at the BUYER'S expense. If the BUYER wishes another type of shipment (e.g. express shipment), the BUYER shall bear such costs.
- 4.4 The SELLER'S PRODUCTS shall only be delivered in the denominations offered.
- 4.5 The SELLER shall enclose all legally required documents with the shipment of the PRODUCTS.
- 4.6 The delivery shall take place Ex Works (EXW Incoterms 2020) at the BUYER'S risk. At the request of the BUYER and at his expense, the delivery shall also be made CIP/CIF.
- 4.7 Unless otherwise agreed, the SELLER shall be entitled to make partial deliveries. If the SELLER makes a partial delivery, the SELLER shall bear any additional shipping costs incurred.
- 4.8 The risk of accidental loss or accidental deterioration of the PRODUCTS shall pass to the BUYER upon dispatch of the order to the BUYER or upon handover to the transport company. The transfer of risk takes place with notification of readiness for dispatch by the SELLER if a delay in dispatch is not possible for reasons that lie within the BUYER'S sphere of risk. The additional costs incurred for further storage after the transfer of risk shall be borne by the BUYER.
- 4.9 Place of performance is the SELLER'S place of business.
- 4.10 The SELLER'S specified delivery dates shall be generally non-binding, as long as they have not been confirmed by the SELLER in writing as "binding". If a binding delivery date has been agreed, a timely delivery shall be deemed to have been made if the order is dispatched on the agreed date.
- 4.11 A prerequisite for compliance with any agreed delivery deadlines shall be the timely and proper fulfilment of the BUYER'S obligations. This includes, in particular, the provision of necessary documents (such as authorisations) and, if an advance payment is agreed, their receipt by the SELLER.
- 4.12 The delivery shall be subject to timely and correct self-delivery. If, despite the conclusion of a corresponding hedging transaction, the SELLER is not supplied on time for reasons for which the Seller is not responsible, he shall be entitled to withdraw. The SELLER shall undertake to inform the BUYER immediately of the unavailability in the event of a late and correct self-delivery and, if necessary, to reimburse any consideration already provided by the BUYER without delay.
- If a delivery date is not met for reasons for which the SELLER is responsible, the BUYER shall set the SELLER a reasonable grace period in writing. This shall not apply if the setting of a grace period is exceptionally dispensable.
- 4.13 If unforeseen events occur for which the SELLER is not responsible (in particular, force majeure, operational disruption, lawful strikes or lockouts at the SELLER'S or a supplier's) that significantly affect the completion or delivery of the PRODUCTS, the delivery time shall be extended for the duration of the impediment. The BUYER shall have no rights or claims against the SELLER for delay during this period. This shall also apply in the event of the occurrence of such impediments with regard to a subcontractor. If the SELLER is in default at the time of the occurrence of the event, it shall not be assumed that the SELLER is in default for this reason alone.

- 4.14 If the BUYER is in default with acceptance or by failing to cooperate, the risk of accidental loss or accidental deterioration of the goods shall pass to the BUYER at the time of the default. The SELLER shall be entitled to demand compensation for any damage incurred as a result plus any additional expenses..
- 4.15 If the SELLER is in default, he shall only be liable for damages incurred by the BUYER as a result of intent and gross negligence. All other legal claims of the BUYER shall remain unaffected.

5. Set-off, Right of Retention, Assignment

- 5.1 The BUYER may only offset claims of the SELLER against legally established or undisputed claims.
- 5.2 The BUYER shall only be entitled to exercise a right of retention insofar as his counter-claim is based on the same contractual relationship.
- 5.3 The BUYER shall not be entitled to assign his contractual rights to third parties without the SELLER'S express written consent. Section 354a of the German Commercial Code (HGB) shall remain unaffected.

6. Retention of Title

- 6.1 Until receipt of all payments under the contract, the SELLER shall retain title to the PRODUCTS delivered pursuant to Section 449 (1) of the German Civil Code (BGB) ("RESERVED PRODUCTS"). In the event of a breach of contract BY THE BUYER, the SELLER shall be entitled to take back the RESERVED PRODUCTS after setting a reasonable deadline. In this case, the BUYER shall be obliged to surrender the goods. The withdrawal of the RESERVED PRODUCTS by the SELLER shall always constitute a withdrawal from the contract.
- 6.2 The BUYER shall be obliged to treat the RESERVED GOODS with care for the duration of the retention of title and to insure them appropriately at his own expense against all usual risks, in particular, theft, fire and water damage.
- 6.3 The BUYER shall immediately notify the SELLER in writing of any seizure or other interference by third parties with the RESERVED PRODUCTS. The BUYER shall be liable to the SELLER for the loss incurred, insofar as the third party is unable to reimburse the SELLER for any judicial and extra-judicial costs.
- 6.4 The BUYER is revocably entitled to resell the RESERVED PRODUCTS in the ordinary course of business. With the conclusion of this contract, the BUYER assigns to the SELLER his claim from the resale of the RESERVED PRODUCTS in the amount of the final invoice amount agreed with the SELLER, inclusive of VAT. The SELLER hereby accepts the assignments. The BUYER remains authorised to collect the claim even after assignment. The authority of the SELLER to collect the claim himself is not affected by this. The SELLER undertakes not to notify the third-party debtor of the assignment of claims and not to collect the claims as long as the BUYER fulfils his payment obligations and, in particular, no application for the opening of insolvency proceedings has been filed.
- 6.5 The processing or conversion of the RESERVED PRODUCTS by the BUYER shall always be carried out for the SELLER. If the RESERVED PRODUCTS are processed with other items that are not the property of the SELLER, the SELLER shall acquire co-ownership of the new items in proportion to the value of the RESERVED PRODUCTS to the other processed items at the time of processing or conversion. In all other respects, the same shall apply to the items created by processing or conversion as to the RESERVED PRODUCTS.
- 6.6 If the RESERVED PRODUCTS are combined or mixed with other items that are not the property of the SELLER, the SELLER shall acquire co-ownership of the new items in proportion to the value of the RESERVED PRODUCTS to the other processed items at the time of combination or mixing. If an item owned by the BUYER is to be regarded as the main item during the combination or mixing, it is agreed that the BUYER shall transfer co-ownership to the SELLER on a pro rata basis. The BUYER shall keep the sole ownership or the co-ownership of the SELLER for the SELLER.
- 6.7 Upon the BUYER'S request, the SELLER shall release the securities to which he is entitled, to the extent that their value exceeds the claims to be secured and not yet settled by more than 10%.

7. Obligation to Notify of Defects, Liability for Defects

- 7.1 Claims of the BUYER due to a material defect presuppose that the BUYER fulfils his obligation according to Section 377 HGB for immediate examination and notification of defects. The BUYER must notify the SELLER in writing of recognisable defects within 5 banking days of receipt of the PRODUCTS. As proof of timeliness, the postmark shall (also) suffice where notice of defects is given in written form; otherwise, the dispatch of the notice of defects in text form and also any other proof of the timely dispatch of the notice of defects shall be at the BUYER'S discretion.
- 7.2 The SELLER shall not be responsible for any loss of quality or reduction in the effectiveness of the SELLER'S PRODUCTS if the PRODUCTS have not been stored properly by the BUYER or have been stored beyond the shelf life limit.
- 7.3 In the event of a defect notified in good time, which not only negligibly reduces or limits the value or the usability of the PRODUCTS, the SELLER may first choose, at his discretion, supplementary performance by means of a replacement delivery or rectification of the delivered PRODUCTS.
- 7.4 If the supplementary performance has failed or the SELLER has refused it, the BUYER may reduce the purchase price or withdraw from the contract. The right to claim damages shall remain unaffected.
- 7.5 Claims due to material defects shall expire one year after delivery of the PRODUCTS, provided that the delivery of defective PRODUCTS does not constitute an intentional breach of duty.
- 7.6 PRODUCTS free of defects will only be taken back or exchanged after prior written agreement.

8. Liability

- 8.1 The SELLER shall only be liable in accordance with the statutory provisions for damage which the SELLER or his subcontractors and vicarious agents have caused intentionally or by gross negligence. This shall not apply to the breach of essential contractual obligations. In the event of a breach of essential contractual obligations, liability shall be limited to the foreseeable damage typical of the contract which was foreseeable at the time of conclusion of the contract or at the latest when the breach of obligation was committed.
- 8.2 Claims for damages under the German Product Liability Act, under the German Medicines Act, due to the absence of a guaranteed quality within the meaning of Section 443 BGB, in the event of fraudulent concealment of a defect and due to injury to life, limb and health shall remain unaffected.
- 8.3 The SELLER shall not be held liable for damage resulting from improper handling or improper use of the PRODUCTS delivered.
- 8.4 Insofar as liability is excluded or limited, this shall also apply in favour of the SELLER'S legal representatives or his vicarious agents in the event of a direct claim.

8.5 Insofar as we are subject to information obligations in accordance with the provisions of Regulation (EC) No 1907/2006 on the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH), we do not vouch for the accuracy and completeness of the information received from our upstream suppliers.

9. Additional Clauses for Call-off Contracts ("Contracts")

9.1 If it has been agreed that the services are to be provided on call of the BUYER ("Contract"), the services shall be called within 365 calendar days after contract conclusion.

9.2 If the call-off deadline is exceeded, the SELLER shall be entitled, after the unsuccessful expiry of a reasonable grace period, to claim damages for non-fulfilment and/or to withdraw from the contract or from the part of the contract which has not yet been fulfilled.

9.3 The price agreed in a contract shall be valid for the duration of the call period.

10. Other Provisions

10.1 Personal data of, for example, contact persons of the BUYER, which are collected by the SELLER, are collected and used exclusively for the execution of the contract of the respective contractual relationship.

10.2 Both contracting parties may only use the business relationship to attract business with the prior written consent of the respective other contracting party and, in particular may only attract business using the company, company components and/or company logo of the other contracting party.

10.3 All legal relations between the SELLER and the BUYER arising from or in connection with this contract shall be governed exclusively by the law of the Federal Republic of Germany, to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

10.4 The place of jurisdiction shall be, to the extent permitted by law, Neubrandenburg for all disputes arising from or in connection with the contracts concluded on the basis of these General Terms and Conditions.

10.5 All provisions of this contract shall exist independently of each other. If any provision of this contract is or becomes invalid or unenforceable, the validity or enforceability of the other provisions of this contract shall not be affected thereby.