

Biotest
General Terms and Conditions of Sale and Delivery
[13.02.2024]

1. Scope of application

- 1.1 These General Terms and Conditions of Sale and Delivery („GTC“) apply to all business relationships with our customers ("Customer") concerning the delivery ("Delivery") of plasma derived pharmaceutical products ("Products") of Biotest AG ("Biotest") and the provision of services ("Services") by Biotest.
- 1.2 These GTC apply exclusively. Any deviating or conflicting terms and conditions of the Customer do not apply and are hereby rejected by Biotest. Terms and conditions of the Customer shall only become effective if Biotest expressly confirms them in writing.
- 1.3 These GTC apply only to entrepreneurs (according to § 14 German Civil Code), legal entities or special funds organized under public law.
- 1.4 Once included, these GTC shall also apply to all future transactions between Biotest and the Customer (ongoing business relationships) without Biotest having to refer to them again in each individual case. Unless otherwise agreed, the GTC shall apply in the latest version notified to the Customer.
- 1.5 The Products shall be supplied only to Customers who are authorized to purchase and/or distribute pharmaceutical products in accordance with the applicable laws.

2. Conclusion of contract

- 2.1 Biotest's quotations and offers shall not be binding with regard to the prices, quantity, delivery times and delivery capability unless referred to expressly as binding or containing a specific period for acceptance by the Customer. Biotest is bound by individual offers for the period specified in the offer, or, if not specified therein, for a period of thirty (30) calendar days.
- 2.2 Orders as well as verbal agreements only become binding for Biotest through a written confirmation by Biotest (also invoice or delivery note) or through the shipment of the Products or provision of the Services. Biotest can accept orders or contracts within four (4) weeks of receipt.
- 2.3 Ancillary agreements, changes and additions to confirmed orders are only binding upon written confirmation by Biotest.
- 2.4 Insofar as orders for Products that are only delivered in original containers deviate from the quantities of these original containers, Biotest is entitled to adjust the orders accordingly; Biotest will endeavour in this respect to remain as close as possible to the original order.

3. Delivery times

- 3.1 Unless otherwise expressly agreed in writing, delivery dates and delivery periods are non-binding.
- 3.2 If Biotest is in default, the Customer may withdraw from the contract after expiry of a grace period; the duration of the grace period to be set by the Customer by law is fixed at six (6) weeks. It begins with the receipt of the grace period notice by Biotest.
- 3.3 The extended liability according to § 287 German Civil Code (BGB, Bürgerliches Gesetzbuch) is excluded.
- 3.4 Biotest is entitled to make partial deliveries and to invoice accordingly at any time.

4. Delivery terms (transfer of risk)

Unless expressly agreed otherwise, delivery conditions apply in accordance with FCA Dreieich (Incoterms© 2020).

5. Obligation to inspect, notification of defects

- 5.1 The Customer must carefully inspect the delivered Products immediately after handover. Any defects detected must be reported to Biotest in writing immediately, stating the order number and providing

a meaningful photo documentation and - if possible - a sample. If the Customer fails to notify Biotest, the Products shall be deemed to have been approved unless the defect was not recognisable during the inspection.

- 5.2 If such a defect becomes apparent later, the notification in accordance with section 5.1 must be made immediately after the detection. Otherwise, the goods are deemed to be approved also in view of this defect.

Goods that are the subject of a complaint by the Customer may only be returned after consultation and written consent (e-mail is sufficient) of Biotest's Customer Service Centre (Bestellung@Biotest.com). Biotest is not obliged to store, return or reimburse Products returned without prior consultation, but reserves the right to destroy these Products in the interest of drug safety, to the exclusion of any claims for compensation.

6. Prices, price changes

- 6.1 Unless otherwise agreed in writing, the prices are in Euro. Biotest shall invoice the Customer in Euro and payments by Customer to Biotest shall be in the invoiced currency.
- 6.2 The minimum order value (net) is EUR 5,000.00 (five thousand euros). An additional processing fee of EUR 1,000.00 (one thousand euros) per invoice shall be charged for each invoice below this amount.
- 6.3 Should Biotest generally increase prices in the period between conclusion of the contract and Delivery, the Customer is entitled to withdraw from the contract within a period of two weeks after notification of the price increase, unless the price increase is based exclusively on an increase in freight rates. The right of withdrawal shall not apply in the case of delivery contracts of a permanent nature (continuing obligations).
- 6.4 Costs for direct deliveries on the day of the order or for deliveries outside regular working hours (e.g. taxi costs, courier shipments, express deliveries, etc.) shall be borne by the Customer.

7. Payment, default of payment

- 7.1 Invoices are due immediately and payable within 30 days of the invoice date without deduction. The date of receipt of payment shall be decisive for the payment deadline.
- 7.2 Exclusively Customer, not by third parties, shall make payment of the invoices. Biotest shall not accept payments made by any third party, intermediary or final consumer in respect of Products supplied to Customer pursuant to this GTC.
- 7.3 If the Customer has agreed to the SEPA corporate direct debit procedure, the invoice amount will be debited from the account specified by the Customer after advance notice (prior information about the direct debit). The advance notice shall state the date and the amount of the direct debit. The advance notice shall be at least one day before the direct debit.
- 7.4 Biotest reserves the right to use payments to settle the oldest invoice items due plus the default interest and costs accrued thereon, in the order: costs, interest, principal claim.
- 7.5 In case of significant changes in the financial circumstances of the Customer (e.g. due to the closure of a business, change of ownership, change of legal form, etc.) Biotest is entitled to declare all claims against the Customer due and payable. The same applies in cases if the Customer does not meet its payment obligations or if it otherwise becomes apparent to Biotest, after the conclusion of the contract that the payment claim is at risk due to the Customer's lack of ability to pay. Furthermore, in such cases, Biotest is entitled to demand advance payments or securities.
- 7.6 If the Customer is in default, Biotest is entitled to charge interest in the amount of 9 (nine) percentage points above the respective base interest rate announced by the German Central Bank (Deutsche Bundesbank) according to § 288 para. 2 German Civil Code (BGB, Bürgerliches Gesetzbuch). The interest is due immediately. Biotest reserves the right to claim further damages.

8. Right of set-off

The Customer may only offset undisputed or legally established claims, as well as counterclaims from the same contractual relationship.

9. Force majeure

- 9.1 Force majeure of any kind shall release from the obligation to deliver or accept for the duration and scope of the disruption. If, as result of force majeure, the delivery and/or acceptance is delayed by more than three months, both parties shall be entitled to withdraw from the contract.
- 9.2 Force majeure exists in particular, but not exclusively in the following cases: unforeseeable operational, traffic or shipping disruptions, fire damage, floods, subsequent and unforeseeable shortage of labour, energy, raw materials or auxiliary materials (in particular blood plasma), strikes, lockouts, pandemic, official orders or other hindrances beyond the control of the party obliged to perform, which reduce, delay, prevent or render unreasonable the production, performance, dispatch, acceptance or consumption, even if they occur at Biotest's suppliers or their sub-suppliers.

10. Retention of title

Title to the Products shall only pass to the Customer once the purchase price has been paid in full to Biotest. In case the retention of title will be qualified as invalid in the country of the Customer, such security for the purchase price claim of Biotest shall be deemed to have been agreed upon, which can be validly stipulated in the county of the Customer and which corresponds as closely as possible to the retention of title from the economical point of view.

11. Liability

- 11.1 Unless otherwise stated in these GTC, Biotest is liable for a breach of contractual and non-contractual obligations in accordance with the statutory provisions.
- 11.2 Biotest is liable - on whatever legal grounds - in particular for intent and gross negligence as well as for damages resulting from injury to life, body or health.
- 11.3 In the event of slight negligence, Biotest shall only be liable for the breach of a material contractual obligation ("Kardinalpflicht") and limited to the typical damage foreseeable at the time of the conclusion of the contract. A material contractual obligation within the meaning of this provision is an obligation the fulfilment of which makes the proper performance of the contract possible and on the observance of which the Customer may regularly rely.
- 11.4 Liability for simple negligence is limited to the amount of the respective order value.
- 11.5 Any liability for guarantees given as well as mandatory statutory liability provisions, e.g. under the Product Liability Act or German Medicinal Product Act (Arzneimittelgesetz – AMG), shall remain unaffected.
- 11.6 Insofar as Biotest's liability is excluded or limited in accordance with the above paragraphs, this also applies to the personal liability of its bodies, legal representatives, employees, staff and vicarious agents.
- 11.7 The above provisions do not lead to a change in the burden of proof to the detriment of the Customer.

12. Warranty

- 12.1 In the event of justified and timely reported defects (see Section 5 above), the Customer is entitled, at Biotest's discretion, to subsequent performance (as far as possible) or monetary compensation. In the event of a replacement delivery, the Customer shall return or demonstrably destroy the Products to be replaced in accordance with the statutory provisions and in close coordination with Biotest.
- 12.2 If Biotest's subsequent performance fails, the Customer may withdraw from the contract. An optional reduction is not possible for reasons of drug safety. Claims for damages remain unaffected.

13. Limitation period

Claims for defects shall be time barred after 12 months.

14. Drug safety

Based on international legal obligations, such as the EU Human Medicines Directives and the German Medicinal Product Act, Biotest maintains a system for collecting and assessing drug risks in order to minimize the risk for patients. For this reason, the Customer is obliged to inform Biotest immediately of all drug risks (suspected adverse drug reactions/product complaints):

Biotest AG, Corporate Drug Safety, Landsteinerstraße 5, D-63303 Dreieich, Tel. +49-6103-801-756, Fax: +49-6103-801-854, email: drugsafety@biotest.com

In addition, the Customer is obliged to comply with national legislation regarding the notification of drug risks.

15. Data protection

Information in accordance with the General Data Protection Regulation on the handling of your personal data and your rights are at the following link

https://www.biotest.com/de/en/service_navigation/privacy_statement.cfm

16. Ethical Business and Trade Practices

16.1 Biotest and the Customer declare their firm intention to counteract any form of corruption. In particular, the Customer, including its employees, Agents (as defined below in 16.5) and representatives, shall, in the performance of its obligations under these GTC, conduct its business in a manner consistent with all laws applicable in Germany, in particular the German Criminal Code (Strafgesetzbuch - StGB) and all other national anti-bribery regulations applicable in Germany.

16.2 In addition, the Customer and its owners, directors, officers, employees or Agents shall not, regardless of legality, directly or indirectly pay any money, other property or anything of value (collectively, "Payment") to the Competent Authorities (as defined below) or any government or political party official, candidate or person acting on behalf of any of the foregoing, or to any public health official or other private person or entity, if such Payment is made for the purpose of influencing any decision or action with respect to the subject matter of these GTC. For the purposes of these GTC, the term "Competent Authority" means and includes any governmental or regulatory body, organ, department or agency, whether or not located in Germany, having jurisdiction over any matter relating to the subject matter of these GTC.

16.3 The Customer represents, warrants and agrees that it will comply with applicable antitrust laws and other fair trade laws in Germany that prohibit agreements or understandings between competitors to fix, maintain or change prices, limit production or sales, allocate markets, customers or tenders or engage in other monopolistic or unfair acts under applicable law.

16.4 The Customer has policies and procedures in place designed to ensure ethical practices for itself, its employees and agents in accordance with the German Criminal Code (Strafgesetzbuch - StGB) and all other national anti-bribery regulations in force in Germany.

16.5 The Customer shall ensure that any subcontractor engaged by the Customer to sell or otherwise secure the obligation to purchase Goods and/or perform the Services and who is not a party to this contractual relationship (collectively, the "Agents") shall adhere to the same ethical guidelines regarding compliance with applicable antitrust and anti-corruption laws as expected of the Customer under these GTC. In addition, the Customer shall be liable to Biotest for any breach by an Agent of the obligations set out in this Clause 16.

16.6 In particular, Biotest shall be entitled to terminate or cancel the business relationship with the Customer and all ongoing business not already performed on the basis of these GTC for good cause without notice if the Customer violates the aforementioned requirements or if Biotest, at its own discretion, is of the opinion that the Customer violates these requirements. Further important reasons for Biotest to terminate the business relationship with the Customer are the submission of offers based on agreements restricting competition within the meaning of § 298 of the German Criminal Code (Strafgesetzbuch, StGB) as well as participation in unlawful restrictions of competition within the meaning of the German Act Against Restraints of Competition (Gesetz gegen

Wettbewerbsbeschränkungen - GWB), in particular an agreement with third parties on the submission or non-submission of offers, on prices to be charged and on the determination of recommended prices.

- 16.7 The Customer shall compensate Biotest for all damages caused directly or indirectly by a termination by Biotest as a result of a breach by the Customer of the legal provisions referred to in this Clause 16. Termination under this Clause shall not give rise to any rights or claims of the Customer against Biotest.

17. Place of jurisdiction, choice of law

- 17.1 For all disputes arising out of or in connection with contracts entered into between Biotest and the Customer, the competent courts in Frankfurt am Main, Germany, shall have exclusive jurisdiction. However, Biotest shall have the right to file lawsuits against the Customer before the courts competent for the Customer's place of business.
- 17.2 These GTC and the business relations between Biotest and the Customer in connection herewith shall be governed by and construed in accordance with the laws of the Federal Republic of Germany, without regard to the conflict of law principles thereof and the United Nations Convention on Contracts for the International Sale of Goods (CISG).