



General Terms and Conditions for Deliveries and Services of HENNIG ARZNEIMITTEL GmbH & Co. KG

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1. Area of application

- 1.1 All offers and orders for deliveries and services of Hennig Arzneimittel GmbH & Co. KG (HENNIG ARZNEIMITTEL), with the exception of contract manufacturing, are based on these General Terms and Conditions for Deliveries and Services of HENNIG ARZNEIMITTEL (these GTCs). This also applies to the extent that no explicit reference is made to these GTCs for ongoing business relations. Conflicting or deviating terms and conditions of the customer shall only apply if explicitly accepted in writing by HENNIG ARZNEIMITTEL. This shall also apply if Hennig Arzneimittel carries out THE DELIVERY WITHOUT RESERVATION WITH KNOWLEDGE OF THE PURCHASER'S GTCs.
- 1.2 These GTCs shall apply only in respect of business undertakings within the meaning of Section 14 BGB [German Civil Code], provided the contract is part of the operation of the undertaking, as well as against legal persons under public law and special funds under public law within the meaning of Section 310 (1) BGB.

2. Offers, order confirmation

- 2.1 All offers submitted by HENNIG ARZNEIMITTEL are non-binding and subject to change. Orders are only considered accepted if the order has been executed. HENNIG ARZNEIMITTEL reserves the right not to deliver orders if there are legal grounds, which oppose such a delivery.
- 2.3 The information describing the product contained in service and product descriptions, brochures, advertisements and other information and advertising materials, as well as other documentation and information which are sent to or made accessible to the customer within the scope of the offer, do not represent quality guarantees, unless explicitly identified as such.

3. Prices, delivery

- 3.1 The prices according to the price list valid at the time of the order apply; or, if the prices valid at the time of delivery are more favourable to the customer, these shall apply. The prices stated are valid for deliveries ex works and exclusively within Germany. The prices are plus value-added tax. Prices for medicinal products are calculated according to the applicable AmPreisV [German regulation pertaining to prices for medicinal products], insofar as this is applicable. The information provided in the Lauertaxe is authoritative. In case of the direct supply of medicinal products to pharmacies, information is provided for the AEP [pharmacy revenue plan].



- 3.2 Subject to the following sub-paragraphs 3.3 and 3.4, the prices stated are for deliveries ex works as net prices plus the statutory value-added tax, as well as plus packaging, shipping/freight costs and transport insurance.
- 3.3 In case of delivery to wholesalers, the first 5 orders per calendar month shall be delivered free of shipping/freight costs. For each additional delivery within the same calendar month, packaging as well as shipping/freight costs shall be calculated separately.
- 3.4 Direct delivery to pharmacies shall only be delivered free with a minimum order value of 100.00 euro. Any individually agreed minimum order value must be observed.

4. Terms of payment

- 4.1 Invoices from HENNIG ARZNEIMITTEL are payable immediately after receipt without deduction.
- 4.2 The customer defaults on payment if it does not pay after a reminder sent after payment becomes due. The customer also defaults without a reminder at the latest 30 days after maturity and receipt of the invoice. In the event of a default in payment, HENNIG ARZNEIMITTEL is entitled to claim interest on default amounting to the statutory rate of interest on default from the date the default started. The right to provide evidence of higher damages caused by default remains reserved.
- 4.3 In the event of default in payment by the customer, HENNIG ARZNEIMITTEL is entitled, without prejudice to further-reaching statutory rights and without prior notice, to exercise a right of retention for all outstanding deliveries and services or to demand advance payment or collateral in this regard. The same applies if facts become known to HENNIG ARZNEIMITTEL after order acceptance which raise justified doubts as to the solvency of the customer.
- 4.5 The customer shall not be entitled to set off claims by HENNIG ARZNEIMITTEL with counter-claims to the extent that the counter-claims are not explicitly recognised by HENNIG ARZNEIMITTEL or legally established. The customer is only entitled to exercise a right of retention insofar as its counter-claim is legally established, ready for decision or uncontested. The customer is not entitled to a right of retention on account of part performances pursuant to Section 320 (2) BGB.

5. Transfer of risk, delivery and performance deadlines

- 5.1 In case of deliveries of goods, risk of accidental transfer and accidental deterioration of the goods transfers to the customer as soon as the goods leave the HENNIG ARZNEIMITTEL warehouse; in the event of agreed collection by the customer, risk transfers upon notification of readiness for collection. Shipment is always at the customer's risk. Unless otherwise agreed, HENNIG ARZNEIMITTEL determines the shipping method. Transport insurance shall only be provided upon explicit instruction from the customer and at its own expense. If shipment is delayed as a result of circumstances which the customer is responsible for, risk transfers to the customer upon



notification of readiness for dispatch. HENNIG ARZNEIMITTEL is however prepared in this case to effect insurance requested by the customer at the customer's expense.

- 5.2 Operational disruptions without fault (lack of material, strikes) and other force majeure events, as well as self-delivery not on time release HENNIG ARZNEIMITTEL from the obligation to perform for the duration the obstruction persists. This also applies if these circumstances occur with our suppliers. Insofar as HENNIG ARZNEIMITTEL is released from its obligation to perform, HENNIG ARZNEIMITTEL shall return possible advance payments rendered by the customer. Claims for compensation for damages by the customer going beyond this are excluded.

- 5.3 Partial deliveries and services are permissible to a reasonable extent.

6. Retention of title

- 6.1 In case of deliveries of goods, the goods delivered remain the property of HENNIG ARZNEIMITTEL until all claims arising from the business connection with the customer are completely fulfilled, irrespective of the legal basis. In case of a current account, the retained title is considered collateral for the respective balance claim by HENNIG ARZNEIMITTEL.
- 6.2 If the customer acts in breach of contract, in particular in case of default in payment, imminent suspension of payment, in case of unsatisfactory information about the solvency or financial situation of the order, if foreclosures or bill protests against it exist, as well as in the case of a request to open insolvency proceedings over the assets of the customer, HENNIG ARZNEIMITTEL is entitled to take back the delivered goods. This only applies in the case of late payment if a deadline to pay had previously been unsuccessful or such is not necessary. The customer is obliged to surrender the goods. Taking back or asserting the right of retention does not require HENNIG ARZNEIMITTEL to withdraw from the contract. There is no withdrawal from the contract in these actions or the seizure of the delivered goods by HENNIG ARZNEIMITTEL, unless HENNIG ARZNEIMITTEL has explicitly declared this in writing. HENNIG ARZNEIMITTEL is authorised to exploit the delivered goods after taking them back. The proceeds from the exploitation are to be taken into account for the customer's liabilities - less appropriate utilisation costs.
- 6.3 The customer is obliged to handle the delivered goods with care and to sufficiently insure them against damage upon request from HENNIG ARZNEIMITTEL for the duration of the retention of title. The customer assigns claims against the insurance company to HENNIG ARZNEIMITTEL from now. In case of seizures or other interventions by third parties, the customer must inform HENNIG ARZNEIMITTEL of this immediately in writing so that HENNIG ARZNEIMITTEL can assert its property rights. To the extent that the third party is not in the position to compensate HENNIG ARZNEIMITTEL for the judicial and extra-judicial costs for enforcement of the property rights of HENNIG ARZNEIMITTEL, the customer is liable for the loss incurred by HENNIG ARZNEIMITTEL. This applies in any case in the event of successful enforcement of property rights.



- 6.4 The customer may only sell goods in which HENNIG ARZNEIMITTEL has the title in the ordinary course of business under its normal conditions; however, this only applies as long as it has not defaulted on payment. In the event of a resale, the customer assigns to HENNIG ARZNEIMITTEL from now in advance the claims arising against its customers or third parties in the amount of the invoice value (including VAT) from HENNIG ARZNEIMITTEL, plus a security surcharge of 10%. HENNIG ARZNEIMITTEL hereby accepts the assignments.
- 6.5 The customer is entitled to collect the claims assigned to HENNIG ARZNEIMITTEL according to the above-mentioned sub-paragraph 6.4 up until the revocation by HENNIG ARZNEIMITTEL, which is admissible at any time. HENNIG ARZNEIMITTEL shall only make use of the right of revocation for cause. On request, the customer shall be obliged to notify the third party debtors of the assignment to HENNIG ARZNEIMITTEL and to provide HENNIG ARZNEIMITTEL with the information and documentation required for the collection.
- 6.6 The customer may not assign or pledge the goods subject to HENNIG ARZNEIMITTEL's retention of title to third parties as collateral, it may neither assign the claims from the resale to third parties or off-set with them, nor agree a non-assignment clause with its customers regarding these claims. In the event of a blanket assignment by the customer, the claims assigned to HENNIG ARZNEIMITTEL must be excluded explicitly.
- 6.7 If the value for the collateral existing for HENNIG ARZNEIMITTEL exceeds HENNIG ARZNEIMITTEL's claims against the customer by a total of more than 10 %, HENNIG ARZNEIMITTEL is obligated on request from the customer to release the collateral exceeding this limit, whereby HENNIG ARZNEIMITTEL decides the details of the selection of objects to be released.

7. No return or exchange

- 7.1 Goods delivered in accordance with the contract shall not be taken back or exchanged for reasons of product and drug safety.
- 7.2 If the customer sends goods back to HENNIG ARZNEIMITTEL without being requested to do so, HENNIG ARZNEIMITTEL reserves the right to destroy these goods without notice and without compensation.

8. Defects

- 8.1 In case of outwardly apparent damages to the packaging of a delivery, the customer must arrange to confirm the apparent damages in writing via post or the executing carrier before accepting delivery. In the event of damage to the goods which is not already outwardly apparent upon delivery, but could originate from the transport, the customer must provide notice of this immediately after discovery, but at the latest within three working days, by way of written notice via post or to the respective carrier, and to request the facts are recorded in writing.



Working days within the meaning of these General Terms and Conditions are all days except Sundays and holidays. If the customer does not fulfil these obligations, claims against HENNIG ARZNEIMITTEL for compensation for damages or expenses due to defects in the delivered goods are excluded, insofar as they are not based on intent or gross negligence or unless HENNIG ARZNEIMITTEL culpably breaches a material contract duty, as well as in cases of injury to life, body or health.

- 8.2 The customer has to carefully inspect deliveries immediately after receipt and report in writing to HENNIG ARZNEIMITTEL any defects without delay, but no later than seven working days after receipt; in the case of latent defects, seven working days after they became recognisable.
- 8.3 If defects in the delivery item are reported on time, the customer initially has a claim to rectification of defects or substitute delivery, as chosen by HENNIG ARZNEIMITTEL. The expenses required for this, such as salary, material, transport and road costs shall only be borne by HENNIG ARZNEIMITTEL insofar as these expenses do not increase due to the fact that the delivery item was subsequently moved to a location other than the agreed place of delivery, unless this transfer corresponds to the intended use. Replaced goods shall be the property of HENNIG ARZNEIMITTEL and are to be returned to HENNIG ARZNEIMITTEL.
- 8.4 Notwithstanding Section 438 (1) No. 3 BGB, the general period of limitation for all claims arising from material and legal defects amounts to 12 months from the date of delivery, insofar as they are not based on intent or gross negligence, and also do not lead to injury to life, body or health. This does not apply insofar as the law prescribes a longer limitation period.
- 8.5 In case of defect reports, payments by the customer may only then be retained to an appropriate extent in relation to the defects, which have appeared, and if the customer's claims are uncontested or legally established. If the notice of defects is unjustified, HENNIG ARZNEIMITTEL is entitled to demand that the customer reimburses the expenses incurred by HENNIG ARZNEIMITTEL.

9. Liability

- 9.1 Subject to the provisions in sub-paragraph 8.2, HENNIG ARZNEIMITTEL is liable pursuant to the statutory provisions if the customer claims for damages or reimbursement of expenses based on intent or gross negligence or if HENNIG ARZNEIMITTEL culpably breaches a contractual duty, as well as in cases of injury of life, body or health.
- 9.2 Insofar as HENNIG ARZNEIMITTEL is not accused of any intentional or grossly negligent breach of duty and no injury to life, body or health, claims for damages and reimbursement of expenses shall prescribe in twelve months in case of an alleged breach of contract, and liability to pay compensation for damages is limited to foreseeable, typically occurring damages. In addition, claims for compensation of expenses by the customer are in all cases limited as a maximum to the interest, which the customer has in the fulfilment of the contract.



9.3 Any liability for damages or reimbursement of expenses going beyond those stipulated in these GTCs are excluded, irrespective of the legal nature of the asserted claim. This shall not affect the application of the mandatory provisions of the German Product Liability Act (*Produkthaftungsgesetz*).

9.4 Insofar as HENNIG ARZNEIMITTEL's liability is excluded according to these GTCs, this also applies to the liability of the organs of HENNIG ARZNEIMITTEL and of vicarious agents and assistants, in particular of employees.

10. Resale

10.1 It is only permitted to resell delivered medicinal products and non-medicinal products in the original packaging together with the original package leaflet from HENNIG ARZNEIMITTEL.

10.2 It is not permitted to resell delivered medicinal products and non-medicinal products abroad, including free port zones, insofar as there is no mandatory law against this.

11. Applicable law, place of performance, jurisdiction, invalidity of individual provisions

11.1 The law of the Federal Republic of Germany applies exclusively to the legal relations with the customers of HENNIG ARZNEIMITTEL, to the exclusion of the provisions of international private law and the UN Convention on Contracts for the International Sale of Goods.

11.2 The exclusive place of performance for both parties is Flörsheim am Main. The exclusive place of jurisdiction is Wiesbaden. HENNIG ARZNEIMITTEL is however also entitled to sue the customer at its general place of jurisdiction.

11.3 Should a provision of the contract concluded between HENNIG ARZNEIMITTEL and the customer, including these GTCs, be or become invalid, the remaining parts of the contract including these GTCs remains valid and binding.

Hennig Arzneimittel GmbH & Co. KG, Flörsheim am Main