

General Terms and Conditions of Purchase of the Schwabe Group Germany



Schwabe Group
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1. Scope of Application / Inclusion

- 1.1 These Terms and Conditions of Purchase shall apply to all orders and other contracts for deliveries and/or services (including work and services) concluded by a company of the Schwabe Group (Group company) headquartered in the Federal Republic of Germany (each a "Purchaser") with suppliers/contractors (each a "Supplier").
- 1.2 "Companies of the Schwabe Group based in Germany" within the meaning of these Terms and Conditions of Purchase shall be all companies affiliated with Dr. Schwabe Holding SE & Co. KG according to Sections 15 et seq. of the German Stock Corporation Act (AktG) that have their registered office in the Federal Republic of Germany. These shall include, in particular, Dr. Willmar Schwabe GmbH & Co. KG, Schwabe Extracta GmbH & Co. KG, Deutsche Homöopathie-Union DHU-Arzneimittel GmbH & Co. KG, APD-GmbH, and Dr. Schwabe Immobiliengesellschaft GmbH & Co. KG.
- 1.3 These Terms and Conditions of Purchase shall apply exclusively. The Supplier's conflicting, deviating and/or supplementary general terms and conditions (including terms of delivery) are hereby rejected and shall not apply and/or form a part of the contract, even if the Purchaser does not expressly object to them or accepts or pays for deliveries or services without reservation. Deviations from these terms and conditions of purchase shall only apply if they have been expressly confirmed in writing by the Purchaser.

2. Order

- 2.1 The order shall be placed exclusively on the basis of these Terms and Conditions of Purchase.
- 2.2 Deviations from the order (in particular changes or and/or additions) must be expressly identified as such by the Supplier. This shall also apply to the engagement of third parties/subcontractors in the performance of the contract.

3. Deliveries

- 3.1 The Supplier shall indicate the order number, the contact person, and the labeling of the goods used by the Purchaser or required by law (such as the hazardous goods class) on the delivery documents and invoices.
- 3.2 A delivery without this information on the delivery documents may be rejected by the Purchaser and does not release the Supplier from its obligation to perform. The costs of a rejected delivery shall be borne by the Supplier.

4. Drawings, Documents, and Data

- 4.1 The drawings, documents, and data provided by the Purchaser with an order shall be an integral part of the contract and shall remain the property of the Purchaser. They shall be subject to confidentiality during the term of the order and beyond, and may not be used, reproduced, or disclosed without authorization.
- 4.2 The Supplier shall protect and secure them against misuse and access by unauthorized persons with reasonable skill, care and diligence.
- 4.3 In the event of such unauthorized access, the Supplier shall immediately notify the Purchaser in writing.
- 4.4 These obligations shall only cease when the information contained in the drawings, documents, and data becomes publicly known, or is disclosed to the Supplier by a party other than the Purchaser, provided that the obligation of confidentiality has not been breached or the Purchaser has waived confidentiality protection in writing.
- 4.5 The drawings, documents, and data shall be returned to the Purchaser following the order, provided the Supplier has no legitimate interest in retaining them. Such an interest exists, in particular, to the extent that the drawings, documents, and data are required by the Supplier to substantiate a claim for remuneration. If such an interest exists, the drawings, documents, and data shall continue to be kept confidential in the manner described above.

5. Quality

- 5.1 Unless otherwise agreed, the goods or services shall be provided in the quality specified in the respective order, contract and/or the underlying purchase, service, or work contract, and in accordance with the specifications, drawings, samples, approvals, and other requirements set forth therein; this quality constitutes an essential contractual obligation. The agreed quality shall be decisive, and the Supplier represents and warrants that the goods and/or services comply with such agreed quality upon transfer of risk.
- 5.2 Starting materials for medicinal products, semi-finished and finished medicinal products, as well as excipients and packaging materials for these, shall additionally meet the general requirements for suitability and quality specified for medicinal product in Germany, unless a different specification is expressly stated in the order and/or contract.
- 5.3 Equipment, facilities, and services provided by the Supplier shall comply with VDE and DIN regulations.

6. Prices

- 6.1 Prices shall be fixed prices plus statutory value-added tax and shall include all costs up to the agreed place of performance.
- 6.2 In particular, the costs of separate transport insurance shall not be covered.
- 6.3 The Supplier shall reimburse the costs of disposing of transport packaging if the Supplier does not ensure its free return in an appropriate manner.

7. Deadlines/Partial Performance

- 7.1 The deadlines for delivery or performance specified in the order and/or contract shall be binding. If the Supplier foresees that it cannot meet the agreed deadline, it shall immediately notify the Purchaser in writing.
- 7.2 In the event of a delay on the part of the Supplier or the impossibility of delivery or performance, the Purchaser shall set a reasonable grace period once. Thereafter, the Purchaser shall be entitled to the statutory claims.
- 7.3 Partial performance shall be permitted only with the prior written consent of the Purchaser.

8. Materials Provided by the Purchaser

- 8.1 Any materials provided by the Purchaser in connection with the order and/or contract shall remain the property of the Purchaser. However, the Supplier shall be entitled to process these materials for the purposes of the order and/or contract. In this case, the processing shall be carried out on behalf of the Purchaser; the Purchaser shall be deemed to be the manufacturer and shall acquire ownership of the processed item in proportion to the value of the materials provided.
- 8.2 In the event of its combination or mixing with another item, the Purchaser shall acquire a claim for granting sole ownership of the item of delivery or service. The Supplier hereby grants to the Purchaser, upon processing, an expectant right in the finished item. Sole ownership arises upon payment of the agreed price.
- 8.3 For the avoidance of doubt, nothing in this Section 8 shall prejudice (a) any other provisions on transfer of title agreed between the Parties or (b) the Supplier's statutory responsibility as manufacturer.

9. Copyright

- 9.1 If and to the extent the Supplier acquires any right under the German Copyright Act (Urheberrechtsgesetz) in a work produced under the order and/or contract or according to the specifications of the Purchaser, the Supplier shall granted to Purchaser an exclusive, irrevocable, unlimited, and transferable right of use for business-related and scientific purposes within the Schwabe Group worldwide.
- 9.2 This right of use shall also include the right to edit and modify the work while preserving its intellectual character. In any case, payment of the price agreed upon for the production of the work also settles the Supplier's claim for remuneration for the use of the work.

10. Third-Party Rights

- 10.1 The Supplier guarantees that the delivery or service is free from third-party rights that could be asserted by third parties against the Purchaser's use thereof. This also includes intellectual property rights or industrial property rights known to have been applied for at the time of delivery or performance.
- 10.2 The Supplier shall indemnify the Purchaser against all claims asserted on the basis of third-party rights.

11. Risk of Loss

- 11.1 The risk of accidental loss or deterioration of the delivery passes to the Purchaser upon delivery, when the goods are handed over at the place of performance. If the delivery is dispatched by the Supplier, delivery shall be made DDP Karlsruhe, Incoterms® 2020.
- 11.2 Work performed by the Supplier shall require the Purchaser's express written acceptance on the basis of an acceptance date jointly agreed by the parties.

12. Notice of Defects

- 12.1 Visible defects, as well as any excesses or shortfalls in the scope of delivery or services, shall be reported to the Supplier within 14 business days of delivery or acceptance of the service; hidden defects shall be reported within 14 business days of discovery of the defect, but in any case within the statutory period for liability for defects.
- 12.2 For raw materials, semi-finished goods, and finished pharmaceutical products, notification of defects—unless they are visible defects—shall be made immediately after completion of the proper incoming inspection in accordance with § 13(3) and § 14 AMWHV.
- 12.3 In the event of defects, the Purchaser is entitled, following a timely notice of defect, to demand at its discretion, rectification of defects or subsequent performance. If the Supplier fails to provide subsequent performance within a reasonable period set by the Purchaser, the Purchaser is entitled to withdraw from the contract and claim damages.

12.4 Preservation of the foregoing rights is, in all cases, subject to the Purchaser's timely notice of defect. If, following such notice, the Purchaser is entitled to subsequent performance, the limitation period for warranty claims shall recommence upon completion of such subsequent performance.

13. Payments, Set-off, Assignment

13.1 The method of payment shall be determined by the Purchaser. If, prior to the due date of payment, an insolvency petition is filed in respect of the Supplier's assets, the Purchaser may withhold a reasonable portion of the invoiced amount until the expiry of the limitation period for warranty claims, unless the Supplier furnishes adequate security.

13.2 With regard to Section 11, a payment does not in any case constitute an acknowledgment of the invoice amount or of performance in accordance with the contract.

13.3 If the Purchaser defaults on a payment, the default interest rate is limited to 9 percentage points above the base interest rate published pursuant to Section 247(2) of the German Civil Code (BGB).

13.4 The Purchaser shall be entitled to rights of set-off and retention to the extent provided by law. The Supplier may set off or assert a right of retention only with respect to counterclaims that are undisputed or have been finally adjudicated (final and binding).

13.5 Claims arising under an order and/or contract may be assigned, or collected by third parties, only with the Purchaser's express prior consent. No such consent is required where collection by third parties occurs in the course of enforcement proceedings. The foregoing shall not apply in the case of an extended retention of title.

14. Confidentiality

14.1 The Supplier agrees to treat as strictly confidential all commercial and technical information, documents, and data pertaining to the companies of the Schwabe Group (including, but not limited to, drawings, specifications, samples, prices, and other non-public information) that come to its knowledge in connection with the order and/or contract or are made available to it by the Purchaser.

14.2 Even after the termination of the contract, such information may not be used, reproduced, or disclosed without authorization for a period of 10 years.

15. Governing Law

15.1 The parties agree that German law shall apply.

15.2 The United Nations Convention on Contracts for the International Sale of Goods (CISG) dated April 11, 1980, as well as the Hague Uniform Laws of July 1, 1964, are expressly excluded.

16. Place of Jurisdiction

The place of jurisdiction for all disputes between the parties arising from this order and/or contract is Karlsruhe.

17. These Terms and Conditions shall enter into force on April 1, 2026, and shall apply to all orders placed on or after that date.