

I. Scope of application

1. Only the following Terms and Conditions of Purchase apply to orders placed by ACU PHARMA und CHEMIE GmbH with suppliers or service providers (hereinafter both referred to as "Contractor"). The Terms and Conditions of Purchase also apply to all future orders placed with the Contractor, even where no special reference is made to the applicability of these Terms and Conditions of Purchase.
2. Terms and conditions of the Contractor which conflict with or deviate from these Terms and Conditions of Purchase shall not apply unless we have expressly agreed to them in writing in the individual case. This shall also apply if we unconditionally accept deliveries or services of the Contractor in the knowledge of terms and conditions of the Contractor which conflict with or deviate from these Terms and Conditions of Purchase.

II. Definitions

The following terms have the meanings stipulated here:

1. "Inquiry" is a non-binding request made by us to the Contractor for the free submission of a binding offer.
2. "Order" is a declaration for the conclusion of a contract which is binding on us.
3. "Hazardous substances" are, among other things, mixtures, substances and products which are subject to the Hazardous Substances Ordinance (*Gefahrstoffverordnung*) and/ or Regulation (EC) No. 1272/2008 of the European Parliament and of the Council dated 16 December 2008.
4. "Call-off" is a request which is binding on us for the delivery of goods under a delivery contract already signed and/ or under a framework agreement.
5. "In writing" within the meaning of these Terms and Conditions of Purchase is also a declaration by fax or e-mail.
6. Working days are all days from Monday to Friday with the exception of public holidays at the location of our registered office.

III. Offer, offer documents

1. The Contractor shall expressly point out deviations from the inquiry or the order to us in writing.
2. Cost estimates will only be paid for if this has been agreed in advance by special written agreement.
3. We reserve all rights of ownership and other industrial property rights to illustrations, calculations and other commercial and technical documents. The Contractor may not make such documents accessible to third parties without the express prior written consent of us; they shall be used solely for the performance of the order and returned to us after completion of the order without prior request.

IV. Contract conclusion, documents, origin of goods

1. Orders, call-offs and contract conclusions as well as any amendments or additions thereto shall be made in writing.
2. The Contractor shall acknowledge or refuse acceptance of orders in writing without delay, but within 5 working days at the latest from receipt. In the case of call-offs, they shall be binding if the Contractor does not object within 5 working days from receipt of the call-off. Working days shall be deemed to be all days from Monday to Friday with the exception of public holidays at the location of our registered office.
3. The title to drawings, drafts, calculations, recipes etc. made by the Contractor to our specifications shall - unless otherwise expressly agreed in writing - pass to us without separate payment. We shall receive thereto an exclusive right of use with no time, spatial or content limitation including the right to transfer and sub-license.
4. The goods delivered must satisfy the conditions of origin of EC preferential agreements if not expressly stated otherwise in the order acknowledgment. At our request, the Contractor shall be obliged to provide us, without delay and free of charge, with the documents and declarations necessary for any export of the goods to countries inside and/ or outside Europe, including but not limited to declarations of origin, health certificates and classifications under export control law.
5. The Contractor shall provide full details of all existing and potential risks or hazards associated with the goods, in particular toxicity, flammability, inhalation or direct contact hazards and whether the hazards arise from direct or indirect use. In addition, the Contractor shall provide full details of the appropriate safety precautions to be taken in connection with the use and handling of the goods and shall mark all packaging and containers of dangerous, toxic or otherwise harmful goods in a prescribed and conspicuous manner to protect persons handling or coming into contact with those goods.

V. Prices, terms of payment

1. The prices mentioned in the order shall be fixed prices.
2. The price is agreed net (plus VAT). If VAT is legally owed by the Contractor to the competent tax authority, this VAT must be invoiced separately by the Contractor to us. The VAT shall be paid by us upon receipt of a proper invoice. The invoice issued by the Contractor to us must comply with all

legal requirements under applicable tax law. The Contractor shall be solely responsible for the reporting and payment of VAT to the relevant tax authority.

The Contractor hereby assigns its rights to reimbursement of the VAT which the Contractor would have wrongly invoiced to us.

The Contractor shall indemnify us for any penalties and interest imposed on us by the relevant tax authority that are attributable to an error or omission by the Contractor in relation to VAT.

3. Invoices can only be processed if they contain the following information:
 - all information which is mandatory under the Value Added Tax Law
 - where given, our order number
 - the delivery/ service address, the delivery or service time.
4. Unless otherwise agreed in writing, invoices shall be payable within 14 days, calculated from delivery or provision of the service and receipt of invoice with 3% discount or within 30 days from delivery or provision of the service and receipt of invoice net without deduction.
5. We have offsetting and retention rights as provided by law.

VI. Delivery period and period of performance, liquidated damages

1. Unless otherwise agreed, the goods shall be delivered DDP (Incoterms 2020) to the destination specified in the order including packing and insurance or services at the place of performance specified in the order. If different delivery clauses are agreed in individual cases, they shall be interpreted in accordance with the Incoterms 2020 in the version valid on conclusion of the contract. The Contractor shall provide services at the agreed locations and on the agreed dates in accordance with the specifications and recognised industry standards. The Contractor shall document the performance of the services and shall send these documents to us on request or after completion of the services, but at the latest with its invoice. If the services are intended to achieve a delivery item or a specific result, the provisions for goods (deliveries) of these Conditions of Purchase shall apply accordingly.
2. If it is agreed that the Contractor shall perform delivery at our expense, the Contractor shall choose the most reasonably priced and most suitable means of transport for such delivery.
3. Unless otherwise agreed in individual cases, each delivery shall be from one single batch.
4. Products with a minimum durability shall only be delivered with a maximum remaining durability.
5. Partial deliveries are only permitted with our prior written consent.
6. The delivery periods or delivery dates stated in the order/ call-off are always binding. Arrival of the goods at the destination named in the order governs the observance of delivery periods or delivery dates.
7. In the event of any delay in delivery, we shall be entitled to demand liquidated damages of 0.2 % of the invoice amount relating to the respective delivery for each full day of delay in delivery, but not more than 5 % of the invoice amount relating to the respective delivery. We shall be entitled to claim the liquidated damages in addition to contract fulfilment; our declaration of our reservation of the right to liquidated damages shall be deemed to have been made in good time if it is made to the Contractor at the latest within 10 working days, calculated from the date of receipt of the late delivery. We reserve further claims and rights, including but not limited to a claim for compensation. Any claims for compensation shall be set off against the liquidated damages.
8. If it becomes clear that delivery dates or delivery periods cannot be kept, the Contractor shall inform us without delay thereof in writing. Our claims and rights arising from any delay in delivery shall remain unaffected.
9. In the event of a delay in delivery, the Contractor shall be obliged to dispatch the goods ordered by the fastest possible transport route. The Contractor shall bear any additional costs incurred as a result.
10. At our request, the Contractor shall inform us without delay of all insurances which it has taken out in respect of the deliveries and services that it is to perform.

VII. Reservation of title

Title to the goods shall pass to us upon handover. Reservation of title, including but not limited to any extended or prolonged reservation of title is excluded.

VIII. Passing of risk, packing, shipping documents

1. The passing of risk depends on the agreed Incoterms 2020. Insofar as acceptance is provided for by law or contractually agreed, risk does not pass until acceptance on-site or at the named place of receipt.
2. Delivery notes in duplicate and packing slips shall be enclosed with the delivery. Order number, material designation and material number, batch number, gross and net weights, number and type of packing (disposable or reusable), VAT identification number as well as unloading point and recipient of the goods shall be listed on all shipping documents and on the outer packaging. Individual containers shall be marked with material

designation, material number, batch number, production date, minimum durability date as well as gross and net weights.

3. If chemicals are delivered, the Contractor shall enclose an analysis certificate for each individual batch of the delivery as part of the outgoing goods inspection and in addition e-mail it to info@acu-pharma.com.
4. The Contractor shall pack, mark and send hazardous substances in accordance with the relevant national and international regulations. Furthermore, the Contractors shall always send a safety data sheet (SDS) to the e-mail address info@acu-pharma.com or to the postal address: ACU PHARMA und CHEMIE GmbH, Am tiefen Graben 6, 99510 Apolda, regardless of whether this is prescribed by law. If necessary, the Contractor shall update the safety data sheet without delay and send it to one of the aforementioned addresses. The shipping documents shall contain the information prescribed in the relevant transport regulations.
5. The goods shall be packed and secured for the duration of transportation such that damage during transit is avoided. The Contractor shall, at our request, be obliged to take back packing material including the transport packaging at the place of delivery during normal business hours at its own expense; in addition, the obligation to take back packing material depends on the relevant statutory provisions.

IX. Deliveries/ work on premises

1. Our safety policies and guidelines for the deployment of outside companies and the respective site regulations in their ruling versions shall apply to the Contractor and its auxiliary persons for all deliveries and/ or work on our premises. The documents shall be handed to the Contractor on request.
2. The Contractor shall ensure that its personnel performing the services, in particular when working at our locations or our customers, are not deemed to our to be our employees or of our customers or to be a person entitled to such employment. In the event of a breach of contract, the Contractor shall indemnify us against all costs, expenses and other damages in connection therewith, unless the Contractor is not responsible for this.
3. If the Contractor is required to work at our sites or at sites of our customers, the Contractor shall, at its own expense, follow all safety rules and procedures applicable there. This includes, in particular, the use of appropriate personal protective equipment, attendance at induction training at the site, removal of waste, debris, surplus materials and temporary structures and leaving the site in a tidy condition. The Contractor shall bear the risk of loss and damage to all materials used up to the completion of the Contract.

X. Compliance with statutory provisions

1. The Contractor shall comply with the ruling statutory provisions. This applies in particular to compliance with
 - the Regulation (EC) No. 1907/2006 (REACH regulation)
 - the German Packaging Act (VerpackG)
 - the Regulation (EC) No. 1272/2008 (CLP regulation)
 - the GGVSEB/ADRin their respective ruling versions.
2. Where we are obliged to register the goods in accordance with the statutory provisions, including but not limited to the Regulation (EC) No. 1907/2006 (REACH regulation), the Contractor shall provide us free of charge with all information necessary therefor and available at the Contractor's and inform us of any appointment of an only representative without delay.

XI. Examination, incoming goods inspection

1. If the Contractor's service is the delivery of goods, our incoming goods inspection will be restricted to checking for obvious delivery of the wrong goods or the wrong quantities as well as transport damage.
2. Obvious delivery of the wrong goods and/ or the wrong quantities shall be reported to the Contractor within 10 working days from receipt of the delivery. For all other defects, a complaint shall be deemed to have been made in time if it is made within 10 working days of detection of the defect. In the case of direct sales, the complaint shall be deemed to have been made in time if we pass on our customer's complaint to the Contractor within 5 working days.
3. In the event of late notification of a defect, we shall also be entitled to claim for compensation in accordance with the relevant statutory provisions which are independent of the notification of defects.
4. If repeat or further inspections are necessary as a result of a defect, the Contractor shall, without prejudice to further legal claims, bear all material and personnel costs unless it is not responsible for the defect.

XII. Claims for defects, liability

1. The Contractor warrants that the services/ goods do not exhibit any defects which impair their value or their suitability, that they conform in particular to the agreed specifications or the sample approved by us, that they are suitable for the use assumed according to the contract as well as

the normal use, that it is provided with a high level of technical competence, that it is provided using appropriate procedures and that they conform to generally accepted technical practice, the public-law provisions applicable at the time of delivery and the safety requirements applicable at the time of delivery as well as to the relevant occupational safety and health and accident prevention regulations.

2. Should there be any defect in the Contractor's services/ goods, we shall be entitled to statutory defect claims without restriction, we are having the right to choose the method of remedy of the defect. In addition, after expiry of a reasonable period of grace granted to the Contractor, in the event of refusal to remedy or failure of the remedy - this is the case at the latest after two unsuccessful attempts to remedy - we are entitled to remedy the defect ourselves or have it remedied by a third party at the Contractor's risk and expense.
3. Furthermore, the Contractor shall be liable within the scope of statutory provisions.
4. The Contractor shall also be liable for any fault of its suppliers and subcontractors.
5. The limitation period for claims for defects is 36 months from the passing of risk unless a longer limitation period is prescribed by law.

XIIa. Contractual penalty for violations of antitrust law

If it can be proven that the Contractor or the persons commissioned by it or working for it have entered into an agreement which constitutes an inadmissible restriction of competition, in particular a violation of core restrictions under cartel law within the meaning of Article 101 TFEU, Section 1 GWB (price, submission, quantity, quota, territory and customer agreements), the Contractor shall pay damages in the amount of 10 % of the net contract value, unless the Contractor is not responsible for the violation. This is without prejudice to the Contractor's right to prove a lesser damage. Furthermore, other contractual or statutory claims of the Contractor shall remain unaffected, whereby the contractual penalty shall be offset against other claims for damages.

XIIb. Withholding tax

In the event that we pay royalties to foreign Contractors and are required by law to withhold withholding taxes, a waiver of withholding tax withholding or a withholding tax reduction can only be requested by the Contractor if the Contractor submits an exemption certificate in due time in accordance with the applicable statutory regulations.

XIIc. Subcontractors

The Contractor shall not engage subcontractors without our prior written consent. The Contractor shall require its subcontractors to comply with all obligations under these Conditions of Purchase, including confidentiality obligations. Notwithstanding any consent given by us, the Contractor shall be liable to us for acts and omissions of its subcontractors as for its own acts or omissions. A subcontract shall not release the Contractor from its obligation to provide supplies and services or from any liability under the contract.

XIII. Product liability, recall, safety defects

1. Insofar as the Contractor is responsible for damage caused by a product resold by us, it shall indemnify and hold us harmless from claims for damages of third parties unless he is not at fault. This obligation to indemnify shall apply upon our first demand.
2. As part of its liability for claims for damages within the meaning of Article XIII (1), the Contractor shall also be obliged to refund us any expenses in accordance with Section 683, Section 670 of the German Civil Code (BGB) or in accordance with Section 830, Section 840, Section 426 of the German Civil Code (BGB) arising from or in connection with a product recall campaign performed by us. Other legal claims and rights of us shall remain unaffected thereby. We shall notify the Contractor of the content and scope of the recall measures before their performance – where possible and reasonable – and give the Contractor the opportunity to comment.
3. If the Contractor is obliged according to public-law requirements to inform the relevant authorities of circumstances relating to the marketability of the goods, the Contractor shall inform us thereof in writing without delay.
4. In the event of measures by the authorities which lead to a restriction in the marketability of the goods delivered by the Contractor, we are entitled to rescind the contract in whole or in part. In this case, the Contractor is obliged to compensate us for any damage arising therefrom, unless the Contractor was not responsible for the circumstances. Other claims and rights of us shall remain unaffected thereby.
5. The Contractor shall be obliged to maintain adequate insurance cover for the risks resulting from the contractual relationship, in particular any product liability claims, for the duration of the contractual cooperation and the limitation periods and to furnish proof of such insurance cover if requested to do so.

XIV. Quality assurance

1. The Contractor shall be obliged to introduce a recognised quality assurance system, for example in accordance with DIN EN ISO 9001 or comparable, and maintain it during the entire contractual relationship and furnish proof thereof on request.
2. The Contractor shall notify us in writing without delay, but at least 6 months before changes in the production processes, at the production site and/ or in the ingredients used. At our request, the Contractor shall provide us with all information which we require.
3. We shall be entitled to see for ourselves that the provisions of this Article are being complied with by visiting the Contractor during normal hours of business and operation after prior notification. We shall show reasonable consideration of the operational interests and any needs for secrecy of the Contractor.

XV. Intellectual property rights of third parties

1. The Contractor shall guarantee that the goods are free of intellectual property rights of third parties – in particular of patent rights, copyrights, personal and trademark rights – which impede or restrict the use assumed according to the contract and the normal use.
2. If third parties assert claims which hinder us or our customers from using the goods in accordance with the contract, the Contractor shall, at its own expense, at our discretion either
 - (a) obtain the right to use the goods, in particular obtain the necessary licenses, for us and/ or our customer;
 - (b) design the delivered goods to be free of intellectual property rights insofar as the contractually agreed properties are not impaired; or
 - (c) replace the goods delivered by other goods with the same properties which do not infringe intellectual property rights of third parties.
3. The Contractor shall, on first request, indemnify and hold us harmless from any claims of third parties arising from existing intellectual property rights of third parties. The Contractor's obligation to hold harmless covers in particular all expenses which incur us from or in connection with any claim asserted by a third party, including lawyers' fees or other legal costs. This indemnification obligation shall apply at our first demand.
4. If third parties assert claims on the basis of existing intellectual property rights, the Contractor shall support us free of charge in defending against such claims, in particular by providing all documents and information necessary for defence against such claims.
5. The claims under this Clause XV. shall not exist insofar as the Contractor proves that it is neither responsible for the infringement of property rights nor should have been aware of the infringement at the time of delivery if it had exercised due commercial care. In all other respects, the liability pursuant to Clause XII. shall remain unaffected.

XVI. Secrecy

1. All business and technical information made accessible by us shall not be shown or disclosed to third parties, shall be used exclusively within the scope of the respective purpose of the contract and only made available in the Contractor's company to such people who have, of necessity, to be involved for the purpose of fulfilling the contractual obligations and only if such people have also been obliged to maintain secrecy.
2. At our request, all information coming from us (where applicable, including copies made or records) and loaned items shall be returned without delay and in full or irretrievably destroyed on request, provided that no statutory record retention obligations exist. The Contractor shall only have a right to withhold on the basis of claims which are undisputed or legally final and binding.
3. The information made available by us shall remain the exclusive property of us. We reserve all rights to such information (including copyrights and the right to register industrial property rights, such as patents, utility models etc.).
4. Products produced according to documents drafted by us, such as analysis methods, etc. or other specifications or with our process technology may neither be used by the Contractor itself nor offered nor delivered to third parties by the Contractor.

XVIa. Termination

We may terminate the contract, if it is a continuing obligation, for any reason at any time and, if it is a contract for work and services, for any reason in writing at any time until completion of the work, where-upon all work under the contract shall cease and we shall pay the supplier reasonable compensation for the work in progress at the time of termination; such compensation shall not, however, include any loss of profit or consequential loss and shall in principle not exceed the price of the supplies or services under such terminated contract. We may demand that supplies and services or the results of services to which our compensation relates be handed over to it in their present condition.

XVII. Assignment

Rights and claims may only be assigned by the Contractor with our prior written consent. The provisions of Section 354a of the German Commercial Code (HGB) shall remain unaffected.

XVIII. Force majeure

In the event of circumstances which are beyond control, not connected with operations and which could not be averted even with extreme due diligence that is to be reasonably expected, the parties shall be released from their contractual obligations for the duration of said circumstances and to the extent of their effect. The parties shall, without delay, give the necessary information within the bounds of what is reasonable. If this restriction is not just temporary, we shall be entitled to rescind the contract.

XIX. Data protection

We process personal data within the scope of our business relationships. Further information on data processing can be found in our data protection declaration (available on the company website www.brenntag.com).

XX. German Supply Chain Due Diligence Act

1. We are committed to conducting human rights and environmental due diligence in our supply chains to avoid or minimize risks to human rights or environmental risks or to end violations of human rights or environmental obligations (hereinafter "Supply Chain Compliance"). The terms "human rights risk", "environmental risk" (together "Risks"), "violation of human rights-related obligations" and "violation of environmental obligations" (together "Violations") shall have the meaning as defined in the German Supply Chain Due Diligence Act (the "Act"), as amended from time to time.
2. In order to ensure supply chain compliance within the meaning of the preceding paragraph, the Contractor undertakes to cooperate to the best of its ability with us to enable us to comply with our legal obligations as described above. In particular, the Contractor shall use its best efforts to require its own suppliers in the supply chain to comply with the relevant regulations. In particular, the Contractor undertakes to avoid and/ or minimize Risks in the supply chain and to remedy Violations. In addition, the Contractor undertakes, e.g. through the use of internal systems or policies, to instruct its officers and employees to meet our compliance expectations in the supply chain and to train its officers and employees accordingly. If necessary, we will support the Contractor in the training by providing information material.
3. Upon prior written notice, we shall have the right to conduct audits ourselves and/ or through authorized third parties to ensure compliance with the Contractor's obligations under this clause. The Contractor shall provide us and/ or the Auditor with all data, documents and other information in written, oral and/ or electronic form that we and/ or the Auditor may reasonably request for the audit.
4. If we identify any suspicion or evidence of a breach by the Contractor or any of its contractors or suppliers of any tier, the Contractor shall take and implement appropriate corrective action or cause the relevant contractors or suppliers to take and implement such action as we may reasonably request in writing.
5. At our request and without unreasonable delay, the Contractor shall (i) develop with us a plan to end the breaches (the "Corrective Action Plan"), including a specific timetable for such plan, and (ii) take such actions as we may reasonably request to implement the Corrective Action Plan.
6. We shall have the right to terminate any contractual relationship to which these Terms and Conditions of Purchase apply with immediate effect if (i) the Contractor fails to comply with its obligations under this clause, (ii) the Supply Chain Compliance expectations are materially breached or (iii) the implementation of the Corrective Action Plan does not remedy the breaches within the timetable set out in the Corrective Action Plan.
7. The Contractor undertakes to inform its freelance and permanent employees or other third parties engaged by it - whether on its own behalf or on behalf of third parties - of the possibility to confidentially make use of a whistleblowing complaint procedure via our website. The complaints procedure enables individuals to report human rights and environmental risks as well as violations of human rights or environmental regulations that have arisen as a result of business activities by the Contractor in its own operations or by a direct supplier of the Contractor.
8. The Contractor is obliged to inform us immediately of any significant changes in human rights and environmental risks in its business area, e.g. due to the introduction of new products, projects or a new business segment.
9. If claims are asserted against us by a third party due to a breach of Supply Chain Compliance and these claims are based on a culpable breach of the obligations agreed with us attributable to the Contractor, the Contractor shall be obliged to indemnify us against these claims upon first request. The indemnification obligation shall also apply to all reasonable expenses necessarily incurred by us as a result of or in connection with the claim by a third party.



**General Terms and Conditions
of Purchase of
ACU PHARMA and CHEMIE GmbH ¹⁾**

ACU PHARMA und CHEMIE GmbH
Am tiefen Graben 6
99510 Apolda, Germany

Date: August 2024

XIV. Place of performance, venue, miscellaneous

1. Amendments and additions to the contract shall not be valid unless made in writing. The same applies to the waiver of this written form requirement.
2. The place of performance for deliveries/ services shall be the address given and for payment the registered office of ACU PHARMA und CHEMIE GmbH. The sole venue for all disputes arising from or in connection with this contract as well as regarding its validity shall be Erfurt, Germany. We shall, however, also be entitled to assert claims against the Contractor at its general place of jurisdiction.
3. All legal relationships between the Contractor and us shall be governed solely by the law of the Federal Republic of Germany, to the exclusion of

law on the conflict of laws and the provisions of the United Nations Convention on Contracts for the International Sale of Goods ("CISG").

4. Should individual provisions of these Terms and Conditions of Purchase or the contract signed on their basis be or become invalid, the remaining provisions shall not be affected. The parties shall be obliged to replace the invalid clauses by provisions which come as close as possible to the economic purpose of the invalid clause. The same shall apply mutatis mutandis to omissions.

¹⁾ The English version of these General Terms and Conditions of Purchase is a convenience translation. The German version is authoritative.