



## General Terms and Conditions for Sales and Delivery (convenience translation)

### 1. General provisions

These General Terms and Conditions of Sale and Delivery (hereinafter referred to as "GTSD") shall apply to all business relationships of Leadiant GmbH (hereinafter referred to as "Leadiant") with its customers. They shall apply in particular to contracts for the sale and delivery of pharmaceutical products (hereinafter referred to as "products"). However, they shall only apply if the customer is an entrepreneur within the meaning of Section 14 *BGB* (German Civil Code), a legal entity under public law or a special fund under public law. These GTSD shall apply exclusively and also to future similar transactions between Leadiant and the same customer (Section 305 (3) *BGB*). Contrary, deviating or contradictory terms and conditions of the customer are not accepted. They shall also not become a part of the contract if reference is made to them in an order, unless Leadiant has expressly agreed to applicability of the terms and conditions of the customer beforehand.

The return regulations of Leadiant apply in addition these Conditions (<https://leadiant.de/service/>).

Any and all legal relationships between the parties – also in cross-border business – under or in connection with this contract shall be exclusively governed by the law of the Federal Republic of Germany under exclusion of international uniform law, in particular the United Nations Convention on Contracts for the International Sale of Goods.

### 2. Conclusion of Contract

2.1. Offers from Leadiant shall be subject to change and non-binding. The order placed by the customer shall be a binding offer to conclude a contract. All orders shall be sent in writing (fax or e-mail suffice) to Leadiant GmbH, Liebherrstraße 22, 80538 Munich, fax: 49 (0)89-4111 595-25, [orders.germany@leadiantbiosciences.com](mailto:orders.germany@leadiantbiosciences.com). Leadiant may accept this offer in writing or by implication by shipping the ordered Products within 5 working days after receipt of the order. This acceptance period shall not commence until the customer has provided evidence, in addition to his order, that it is entitled to purchase the products ordered. The sale shall be made exclusively in accordance with these GTSD as well as the contents of the order confirmation and the delivery note of Leadiant.

2.2. The customer may only obtain Products from Leadiant in their respective approved original packaging. The customer shall be obliged to notify Leadiant, if his entitlement to obtain the ordered products ceases after conclusion of the contract. In particular, the customer shall inform Leadiant immediately of the expiry of any permits (e.g. in accordance with Section 13 AMG [German Medicinal Products Act], in accordance with Section 52a AMG as well as other operating permits) and indicate the expiry of official permits.

### 3. Delivery and transfer of risk

3.1. Unless otherwise agreed in writing, the delivery shall be effected

a. within Germany, to Austria, Belgium and the Netherlands DPU (Incoterms 2020) at the respective agreed place of delivery, if no such agreement has been made, at the customer's registered office with the provision that the customer shall bear the costs of shipment in accordance with clause 3.3 as well as any customs duties, fees, taxes and levies incurred by the shipment of the products to the respective agreed place of delivery or customer's registered office, respectively.

b. to all countries other than those mentioned under 3.1 a FCA (Incoterms 2020) Logistikzentrum, Eichenbusch 1, 59368 Werne (central warehouse of Leadiant, operated by the order distributor Next Pharma Logistics GmbH). If the customer wishes the dispatch of the goods to another place than the central warehouse of Leadiant (place of performance), a dispatch to the other place desired by the customer shall be carried out by way of a sales shipment (Section 447 German Civil Code, BGB) at the expense and risk of the customer. Leadiant shall not take out transport insurance."

3.2. Leadiant shall always have the sole right to choose the shipping method, the shipping route, the packaging and the carrier. The customer may request express delivery for deliveries within Germany. The costs for an express shipment carried out by Leadiant at the request of the customer shall always be borne by the customer.

### 3.3. Transport costs

The shipment of products within Germany shall be carried out as standard ambient transport +15 - +25 °C at the expense of the customer and shall be invoiced at a flat rate of EUR 10.00 (plus statutory value-added tax). Leadiant shall bear the transport costs (but not other costs) from a net order value per order of EUR 500.00 (plus value-added tax).

The shipment of products to Austria, Belgium and the Netherlands shall be carried out as standard ambient transport +15 - +25°C at the expense of the customer and

shall be invoiced at a flat rate of EUR 20.00 (plus statutory value-added tax, if applicable). Leadiant shall bear the transport costs (but not other costs) from a net order value per order of EUR 800.00 (plus statutory value-added tax, if applicable).

3.4. Leadiant will enclose all legally required documents with the delivery of the PRODUCTS.

3.5. Unless agreed otherwise, Leadiant may provide partial deliveries unless doing so is unreasonable for the customer in exceptional cases, taking into consideration the interests of Leadiant. If Leadiant provides a partial delivery, any additional shipping costs resulting therefrom shall be borne by Leadiant.

3.6. If the customer is in default of acceptance, fails to cooperate as required or if the performance of Leadiant is delayed for other reasons for which the customer is responsible, Leadiant shall be entitled to invoice compensation for the resulting damage including the additional expenses incurred by Leadiant (in particular storage costs and costs for additional transports).

3.7. Time limits and dates envisaged by Leadiant for deliveries and services shall always be approximations only, unless a fixed time limit or date has been bindingly confirmed or agreed. A delivery shall be deemed made in time if the order is handed over to the shipping company on the agreed date / within the agreed time limit.

3.8. Leadiant must only comply with time limits and dates for delivery if the customer has complied with any cooperation obligations in time and in due form. This especially includes the submission of required documents (such as permits) and Leadiant receiving any advance payments that may have been agreed.

3.9. The delivery shall be subject to timely and correct self-delivery. If Leadiant, although Leadiant had concluded a corresponding covering transaction with the respective supplier at the time of the conclusion of the contract with the customer, is not supplied for reasons for which Leadiant is not responsible, Leadiant shall be entitled to withdraw from the contract. The same shall apply if neither Leadiant nor the supplier of Leadiant is at fault or Leadiant is not obliged to procure in the individual case. Leadiant shall undertake to inform the customer immediately of the non-availability and in the event of withdrawal to reimburse the customer immediately for any consideration already made.

If a delivery date is not complied with for reasons Leadiant is responsible for, the customer shall set an appropriate additional period for Leadiant in writing. No default shall occur without such a reminder.

3.10. In the event of force majeure or other events for which Leadiant is not responsible and which could not be foreseen at the time of conclusion of the contract (e.g., but not exhaustive: operational disruptions of any kind, fire, natural disaster, epidemic / pandemic, war / armed conflict, insurgency, terrorism, transport delay, strike, lawful lockout, shortage of labour, energy or raw materials, delays in the granting of any necessary official permits, official / sovereign measures) which significantly affect the completion and / or delivery of the products, Leadiant shall not be liable for any delays or impossibility resulting therefrom. In the event of temporary hindrances, the delivery or service deadlines shall be extended or postponed by the period of the hindrance plus a reasonable starting period. Leadiant shall inform the customer of such events in reasonable time, taking into account the interests of the customer. Insofar as the customer cannot be expected to accept the delivery or service as a result of the delay, it can withdraw from the contract by means of an immediate written declaration to Leadiant. Insofar as such events substantially impede or render impossible delivery or service by Leadiant and the impediment is not only of a temporary nature, Leadiant shall be entitled to withdraw from the contract. In this case Leadiant shall inform the customer immediately about these circumstances and the resulting unavailability. In this case Leadiant shall immediately reimburse any consideration by the customer. Any consequences of delay that have already occurred shall remain unaffected by the above and shall be subject to the clauses regarding liability and exemption (section 10).

### 4. Prices and costs

For orders within Germany, the net prices reported to the Informationsstelle für Arzneispezialitäten (IFA GmbH) and listed in the Lauer-Taxe at the time of order confirmation shall apply, plus the statutory value-added tax applicable at the time. Differing product prices and differing prices shall require a written agreement between the customer and Leadiant.

### 5. Payment

The invoice amount shall be due for payment within 30 days of the invoice date with-out deduction to the account of Leadiant stated on the invoice. However, Leadiant shall be entitled at any time, also within the framework of an ongoing business relationship, to carry out a delivery in whole or in part only against advance payment. Leadiant shall declare a corresponding reservation at the latest with the order confirmation. Upon expiry of the aforementioned payment deadline, the customer shall be in default. During the period of default, interest shall be charged on the purchase price at the statutory default interest rate applicable at the time. Leadiant shall reserve the right to assert further damages. After the occurrence of default Leadiant shall charge an additional € 5.00 for each request for payment and shall reserve the right to assert further claims, among others in accordance with Section 288 *BGB*. The customer shall have the option of proving that Leadiant has suffered less or no damage.

Leadiant does not offer direct debit. Payment by cheque is not accepted.

In the event of default in payment Leadiant shall be released from all further service and delivery obligations and shall be entitled to withhold outstanding deliveries or services and to demand advance payments and / or securities or to withdraw from the contract after setting an appropriate period of grace without success or if the setting of the period is dispensable.

## 6. Set-off / retention and assignment

6.1. The customer shall only have a right of retention or set-off if the counterclaim is undisputed or legally binding or if a decision hereto is about to be made. Leadiant's right to withhold performance until a return performance is effected under the same contract shall remain unaffected if the customer is not obliged to provide an advance performance.

6.2. The customer shall not have the right to assign his contractual rights to third parties without the express written permission of Leadiant. Section 354(a) *HGB* [*Handelsgesetzbuch*, German Commercial Code] shall remain unaffected.

## 7. Retention of title

7.1. Until receipt of any and all payments under the contract, Leadiant retains the title to the delivered Products in accordance with section 449 clause 1 *BGB* ("Products subject to retention of title"). In the event of conduct in breach of contract on the part of the customer, in particular in the event of non-payment of the purchase price due, Leadiant shall be entitled to withdraw from the contract in accordance with the statutory provisions and / or to demand the return of the ownership products on the basis of the retention of title. In this case, the customer shall be obliged to surrender the goods. The demand for return shall not at the same time include the declaration of withdrawal; Leadiant shall rather be entitled to demand only the return of the goods and to reserve the right of withdrawal. If the customer does not pay the due purchase price, Leadiant may only assert these rights if the customer has previously been unsuccessfully set a reasonable deadline for payment or such a deadline is dispensable according to the statutory provisions.

7.2. For the duration of the retention of title, the customer shall be obliged to treat the Products subject to retention of title with care, especially to enable a resale by Leadiant in accordance with all regulatory and other regulations, and to insure the Products appropriately and at own costs within economically reasonable limits against all usual risks, especially theft, damage caused by fire, water, climate, and temperature.

7.3. The customer shall notify Leadiant immediately and in writing in the event of distraint or any other intervention of third parties in regard to the Products subject to retention of title. The customer shall be liable towards Leadiant for the incurred losses, if the third party is not able to reimburse Leadiant for any court fees and extrajudicial costs.

7.4. The customer shall not have the right to pledge the Products subject to retention of title to third parties or to assign them as securities. He may, however, resell the Products subject to retention of title in the course of normal business operations. The customer shall already now assign any and all claims resulting from a resale to third parties to Leadiant as security for any and all justified claims against him at the time the contract is concluded. Leadiant accepts this assignment. The customer shall have the right to collect the claim. Leadiant agrees to not collect the claims for as long as the customer duly complies with his payment obligations towards Leadiant and for as long as the customer is not in arrears. Should this, however, be the case, Leadiant can demand the customer to disclose the claims assigned to Leadiant and their respective debtors as well as to provide any and all information required for collection, to submit the associated documents and to notify the third-party debtors of the assignment. If the customer collects the assigned claims on behalf of Leadiant, he shall pay the collected amounts to Leadiant as soon as Leadiant's claims mature. Distraint or any other accessing of Products subject to retention of title or rights on the part of by third parties must be reported to Leadiant immediately and in writing. As regards enforcement measures, the court bailiff must be notified of such third-party ownership.

If the customer has concluded a current account agreement with his contractual partner, the customer already now assigns to Leadiant any and all balance demands regarding current accounts as security for the justified claims against the customer at the time of contract conclusion. Leadiant hereby accepts this assignment.

7.5. Leadiant agrees to release the securities it is entitled to on request of the customer to the extent that the value of the securities exceeds the claims that are to be secured by more than 20 % if those claims were not yet settled.

## 8. Right of return

The customer shall not be entitled to a return or replacement of duly delivered Products without defects. An exception to this shall apply insofar as the products delivered by Leadiant have a shelf life of less than six months at the time of delivery according to the shelf life imprint on the product packaging and the customer does not wish to keep these goods; in this case Leadiant shall exchange the affected products at its own discretion and after returning the affected products for identical products with a shelf life of more than six months or refund the purchase price. For more details see return regulations ([retourenregelung\\_de.pdf](#))

## 9. Warranty for defects

Claims of the customer due to a material defect shall require that the customer has fulfilled its obligations according to Section 377 *HGB* (German Commercial Code) for immediate inspection and notification of defects. Complaints due to recognisable defects must be notified to Leadiant in writing without delay, at the latest within 5 working days of delivery. Other defects shall be reported within five working days of detection. In order to protect the rights of the customer, it shall be sufficient if the notification was sent in time. If no report is made in due form, liability for any unreported defect shall be excluded. Please see the return regulations for more details (<http://www.leadiant.de>).

The customer shall be liable for any improper handling, non-action, especially modifications, marking or labelling of the Products on the part of customer that result in the Products of Leadiant no longer being marketable.

Insofar as there is a defect in the products and a complaint has been made in good time in accordance with Section 377 *HGB*, Leadiant shall be entitled at its discretion to subsequent performance by elimination of defects or replacement delivery. If the subsequent performance has failed or if Leadiant has refused this, the customer can withdraw from the contract or reduce the purchase price in accordance with the statutory provisions. The right to withdrawal and damages instead of performance shall be excluded in the event of a minor breach of duty or non-fulfilment of a minor obligation. The remaining provisions regarding the right to demand damages shall remain unaffected.

Leadiant shall be entitled to choose the type of subsequent performance owed (rectification of defects or subsequent delivery). The customer shall have the right to withhold a share of the purchase price that is proportional to the defect.

In deviation from section 438 clause 1 No. 3 *BGB*, claims based on material defects and defects of title shall become time-barred within one year after the Products were delivered. The aforementioned statute of limitations shall also apply to contractual and extra-contractual damage claims of the customer that are based on a defect of the Products, unless application of the standard statutory statute of limitations (sections 195, 199 *BGB*) would result in a shorter limitation period in individual cases. Damage claims of the customer pursuant to sections 10.1 and 10.3, however, shall become time-barred exclusively in accordance with statutory provisions regarding the statutes of limitations. The provisions on recourse of the seller according to Section 445a and Section 445b *BGB* shall remain unaffected.

## 10. Liability and indemnity

10.1. Leadiant shall be liable – for whatever legal reason – without limitation for compensation for damages which are based on an intentional or grossly negligent breach of duty by Leadiant or one of its legal representatives or vicarious agents.

10.2. In the case of a merely simple or slightly negligent breach of duty by Leadiant or one of its legal representatives or vicarious agents Leadiant shall only be liable (subject to a milder measure of liability in accordance with statutory provisions)

a. – however, without limitation – for damages based thereon arising from injury to life, body or health.

b. for damages resulting from the violation of essential contractual obligations. Material contractual obligations shall be obligations the fulfilment of which is essential for the proper performance of the contract and the observance of which the customer regularly relies on and may rely on. In this case, however, the liability of Leadiant shall be limited to the amount of the damage typical for the contract and foreseeable at the time of the conclusion of the contract.

10.3. The limitations of liability from paragraph 2 shall not apply insofar as Leadiant has fraudulently concealed a defect, has given a guarantee for the quality of the goods or has assumed a procurement risk. In addition, any mandatory statutory liability, in particular under the *Produkthaftungsgesetz* [German Product Liability Act] and the *Arzneimittelgesetz* [German Medicinal Products Act], shall remain unaffected.

10.4. As far as the liability of Leadiant is excluded or limited according to the above regulations, this shall also apply to the organs, legal representatives, employees, staff and vicarious agents of Leadiant.

10.5. If the customer has culpably committed breaches of duty in relationships to third parties or in regard to actions towards third parties in the sphere of influence of the customer that Leadiant is not responsible for, the customer shall fully indemnify and hold harmless Leadiant towards third parties.

## 11. Resale/Product distribution

Subject to statutory provisions, the Products of Leadiant may only be offered, sold or distributed in their approved original packaging.

## 12. Place of jurisdiction

If the customer is a trader in terms of the *Handelsgesetzbuch*, a legal person under public law or a public separate estate, the exclusive – also international – place of jurisdiction for any and all disputes resulting either directly or indirectly from the contractual relationship shall be the place of business of Leadiant in Munich. The same shall apply if the customer is a trader in terms of section 14 *BGB*. Any legal provisions that take precedence, especially in regard to exclusive jurisdiction, shall remain unaffected.

## 13. Priority of the individual agreement; written confirmation

Individual contractual agreements with the customer (including ancillary agreements, supplements and amendments) shall in any case take precedence over these GCSD. A written confirmation shall be decisive for the proof of the content of such contractual agreements.

## 14. Severability clause

If individual provisions of these General Terms and Conditions for Sale and Delivery are void, either in part or in whole, this shall not affect the validity of the remaining clauses or the remaining parts of any such clauses.

## 15. Applicable language

This translation is for convenience only. The German version as available under [www.leadiant.de](http://www.leadiant.de) shall be the binding version of these GTSD and return regulations.

Munich, July 2021