



General Terms of Delivery of Peter Greven Physioderm GmbH

I. Scope of validity

1. All of our deliveries, services and offers shall be exclusively carried out on the basis of these General Terms of Delivery. These are part of all contracts, which we conclude with our contractual partners regarding the deliveries or services offered by us. They shall also apply – in the respective current version – to all future deliveries, services or offers to the buyer, even if they are not agreed separately once again.
2. General Business Terms of the buyer will not apply to the delivery relationship, unless we had explicitly agreed to their validity in writing. These General Terms of Delivery shall also apply if we carry out the delivery to the buyer without reservation in the knowledge of contradictory terms and conditions of the buyer or those which deviate from these General Terms of Delivery.

II. Conclusion of contract and object of the delivery

1. All of our offers are without obligation and non-binding, if they have not been explicitly marked as binding or if they do not contain a specific term of acceptance.

A binding contract will only be concluded by our written or electronic order confirmation. The buyer shall be bound to its order for a period of four weeks.

The written or electronic order confirmation is decisive for the scope of the delivery. Collateral agreements or changes shall require our written or electronic confirmation in order to be valid.

2. Insofar as we have provided concrete details regarding quality or condition of the products in our offer, the condition of the goods to be delivered by us shall be exclusively determined according to such details. Deviations from this, in particular changes to the ingredients and/or the composition of the object of delivery, remain reserved if (i) the object of delivery is not changed substantially and the changes are not deemed unreasonable for the buyer or however (ii) the binding nature of details by us was not explicitly agreed as the binding object of the delivery or service (e.g. recipes, ingredients, weights, dimensions, utility values, tolerances, technical data) as well as presentations thereof (e.g. drawings, diagrams) with the buyer. The aforementioned details provided by us regarding the object of the delivery or service as well as the presentations relating hereto are neither guaranteed, nor do

they represent a description of the target condition without our explicit written or electronic promise in our offer. Without a written or electronic promise to the contrary in our offer it merely concerns non-binding descriptions or marks of the delivery or service, from which deviations are permitted according to the first sentence of this Subclause II. 2. In the event that the target condition of the delivery or service was agreed binding with the buyer, we shall remain permitted to make changes insofar as they are carried out owing to mandatory legal regulations and are deemed reasonable for the buyer. In the event that these are unreasonable the buyer shall be entitled to rescind the contract. Further claims are excluded.

3. If we have agreed on a remuneration of the delivered goods on the basis of the weight of the object of delivery with the buyer then exclusively the weight determined by us upon shipment of the object of delivery shall be decisive for this purpose, which we shall enter on the delivery note.
4. We reserve all rights, in particular the property right and copyright, to all documents, drawings, diagrams, specifications, samples, etc. that are if applicable made available to the buyer. The buyer may exclusively use these within the scope of the purpose foreseen as per contract. They are to be treated strictly confidential and may not be made accessible to third parties without our prior written declaration of consent.
5. Recommendations for the use or processing of the object of delivery, which we give the customer, are always non-binding, insofar as we do not receive a separate remuneration for these.

III. Prices and payment

1. The prices shall apply to the scope of service and delivery listed in our order confirmations. Possible additional or special services will be charged separately. If not explicitly agreed otherwise by the parties the prices are deemed in Euro EXW (Incoterms 2020) plus the applicable rate of value added tax as well as insurance costs. Possible customs duties, taxes, fees or similar duties will, insofar as they are to be borne by us, will be charged separately.
2. Insofar as the supply contract concerns a framework contract, quantity contract or another delivery relationship agreed for a certain duration with a fixed price agreement, the parties hereby agree that the prices agreed therein shall only apply for the calendar quarter after conclusion of the contract and the respectively applicable prices will subsequently be newly agreed between the parties for each following calendar quarter if not explicitly agreed otherwise in the contract.

3. Unless explicitly agreed otherwise in writing, our invoice receivables are due and payable within 30 days from receipt of the invoice by the buyer, in cash without any deduction, free paying agent Peter Greven. In the latter case the receipt of the payment by us shall be decisive for the punctuality of the payment.
4. If the buyer does not pay when due interest will be charged on the outstanding amounts at a rate of 5% p.a. from the due date; in the event of default of payment the buyer has to pay us default interest of 9 percentage points above the base lending rate. We reserve the right to prove that we have suffered higher damages as a result of the default of payment.
5. The buyer will only be entitled to a right to exercise a right of retention or to offset if its counterclaims have been declared final and binding, are undisputed or have been recognised by us. In addition, it is only authorised to exercise a right of retention to the extent that its counterclaim is due and are based on the same contractual relationship.
6. We are entitled to only carry out still outstanding deliveries against advance payment or provision of collateral if circumstances become known, which are suitable for substantially reducing the creditworthiness of the buyer and through which the payment of our outstanding receivables by the buyer from the respective contractual relationship, including those from other individual orders, for which the same framework contract applies, are in danger at our dutiful discretion.
7. Insofar as not explicitly otherwise agreed with the buyer, all payments are to be made in € (Euro) and exclusively to us.

IV. Delivery and delivery time

1. Our order confirmation shall be decisive for the delivery periods, insofar as a fixed period or a fixed date is expressly promised or agreed therein. Deadlines and dates otherwise promised by us are always only approximate.

The delivery deadline shall be deemed as adhered to if the goods are made available by us at our own plant until the expiry of the deadline and the readiness for shipment was reported to the buyer.

2. Reasonable partial deliveries in a reasonable volume are permitted if such is usable for the buyer within the scope of the intended purpose according to the contract, the delivery of the remaining goods is ensured, and no additional costs or substantial additional work is incurred to the buyer hereby.
3. If dispatch or delivery is delayed after notification of readiness for dispatch at the request of the buyer or for other reasons for which the buyer is responsible, we may charge the

buyer storage costs amounting to 0.5% of the price of the delivery items affected by this for each month or part thereof, but not more than 5% in total. The contractual parties remain at liberty to prove higher or less damages through the delay.

4. The delivery is subject to the reservation of timely and proper self-delivery if we have concluded a congruent hedging transaction for this purpose.
5. If we are in default with a delivery or if a delivery becomes impossible for us, then the buyer is entitled to rescind the contract according to the statutory provisions. We shall only be liable for claims for damages in the event of the default or the impossibility of the service according to the regulations in Subclause VIII. of these General Terms of Delivery.
6. Events of force majeure shall entitle us to postpone the delivery by the duration of the impediment and a reasonable lead-time, or to rescind the contract in full or in part with regard to the not yet fulfilled part. Force majeure shall include strikes, lockouts, epidemics, political unrest or unforeseen circumstances, e.g. operational disruptions, which make it impossible for us to deliver on time despite reasonable efforts. This shall also apply if the aforementioned impediments occur during default or at a subsupplier. We will notify the buyer without delay if an event of force majeure occurs within the meaning of this Subclause IV. 6. The buyer may request us to declare within six weeks whether we will withdraw from the contract in whole or in part for the part of the contract not yet fulfilled or whether we will deliver within a reasonable period of grace. If we do not make a declaration within the deadline set by the buyer, the buyer may rescind the contract from the non-fulfilled part of the contract.

V. Packaging, dispatch, passing of risk and acceptance of the goods by the buyer

1. If not explicitly agreed otherwise we shall choose the type of packaging at our free discretion.
2. The risk shall pass to the buyer at the latest as soon as the object of delivery has been handed over to the transport person named by the buyer. This shall also apply in the event of partial deliveries. In addition, the buyer shall be deemed in default of acceptance if we have notified it of the readiness for shipment, however the buyer refuses to take the goods over at the stated date or does not collect the goods at the stated date respectively does not have these collected by a transport person.
3. If the buyer is in default of acceptance or if it breaches other obligations to provide assistance, then we shall be entitled to request compensation for the damages suffered by us hereby including possible additional expenses from the buyer. In this case the risk of accidental loss or accidental deterioration of the object of delivery shall also pass to the buyer. After setting and fruitless expiry of a reasonable deadline, we are also entitled to dispose

otherwise of the delivery object and to supply the buyer with a reasonably extended deadline.

4. The object of delivery will only be insured at the explicit request of the buyer and at its costs against theft, breakage, transport, fire and water damages or other insurable risks.
5. Delivered objects are, even if they feature insignificant defects, are to be accepted by the buyer irrespective of its rights from Subclause VII. of these General Terms of Delivery and are not to be returned before a possible entitlement of the buyer to rescission pursuant to Subclause VII. 3.

VI. Reservation of title

1. We reserve the ownership to the object of delivery until settlement of all claims against the buyer from the business relationship, including the claims established in future, also from contracts concluded at the same time or at a later date. This shall also apply if individual or all of our claims were included in a current account and the balance is drawn and recognised.
2. If we rescind the contract because of conduct of the buyer in breach of the contract, in particular because of late payment, then the buyer has to bear all costs of the repossession of the object of delivery. In case of attachments or other interventions of third parties the buyer has to notify us in writing without delay and to provide all necessary explanations and to inform the third party of the existing ownership circumstances. The buyer may not pledge the object of delivery or assign it as collateral. The buyer is obliged to treat the object of delivery carefully; it is in particular obliged to insure it at its own costs against fire, water and theft damages sufficiently at the value as new.
3. The buyer is entitled to resell the object of delivery in the proper course of business. However, it hereby now already assigns us all claims with all secondary rights, to which it is entitled from the resale against the buyer or third party, no matter whether the reserved goods are resold without or after processing. The buyer is also authorised to collect these claims after assignment. Our authorisation to collect the claims ourselves, shall remain unaffected hereby; however, we undertake not to collect the claim as long as the buyer properly satisfies its payment obligations, is not in default of payment and in particular no application has been filed for the opening of insolvency proceedings over the assets of the buyer or the buyer has discontinued payments. We can request that the buyer informs us of the assigned claims and debtors, provides all details that are necessary for the collection, hands over the associated documents and notifies the debtors of the assignment.
4. We are obliged to release the securities to which we are entitled at the request of the buyer

if their realisable value, taking into account customary bank valuation discounts, exceeds the claim to be secured by more than 20%. The purchase prices for goods and the nominal value of receivables shall be used as a basis.

VII. Warranty

1. The claims due to defects of the buyer presume that it has properly satisfied the inspection and complaint report obligations for which it is responsible by law. Each report of a defect must be declared by the buyer towards us in writing with precise details of the type and scope of the defect so that it is possible for us to examine the justification of the report of defects.

The buyer otherwise has to inspect the delivered goods directly after arrival for transport damages and to note damages determined hereby in writing on the bill of lading, to have this complaint countersigned by the transport person and to inform us hereby in writing.

If the object of delivery is to be further processed or to be mixed with the other object according to its type and its intended purpose then the buyer is additionally obliged before the intended use, based on corresponding tests, to examine whether the object of delivery is suitable for the further processing or the mixing with the other object and after the further processing or the mixing is free of defects.

2. Insofar as there is a defect to the object of delivery we are, at our own choice, entitled to remedy the defect or to make a replacement delivery. We shall bear the costs associated with subsequent performance in accordance with the statutory provisions. If the buyer justifiably claims costs against us in this connection which he has incurred from the use of its own employees or its own objects, the buyer's claims for reimbursement shall be limited to its own costs in this respect. If the costs associated with the subsequent performance are increased by the fact that the goods have been transported to another place of delivery than the agreed place at the buyer's request, the buyer will bear all additional costs arising from this transport to another location.
3. If we are not willing to remedy the defects or replacement delivery or not in the position, we refuse these or if it is delayed beyond reasonable deadlines for reasons, for which we are responsible, or if the subsequent performance fails for other reasons at least twice then the buyer is, at its choice entitled to rescind the contract or to request a corresponding reduction of the purchase price.
4. The right of rescission of the buyer for defects to the goods is excluded in the cases, in which the buyer is not in the position to restitution of the received service and this is not due to the fact that the restitution by nature of the received service is not possible, is the responsibility of us or a defect is only noticed during a processing or re-design of the goods.

The buyer is only entitled in case of delivery of defective goods or with partial deliveries to rescind the entire contract or to request damages instead of the full service according to the following regulations if it has no interest in the provided service by applying an objective benchmark.

5. For essential third-party products, our liability shall be limited to the assignment of the claims to which we are entitled against the supplier of the third-party product. Should the claim against the supplier of the third-party product fail for reasons for which the buyer is not responsible (e.g. due to insolvency of the supplier), the buyer shall be entitled to claims for defects against us in accordance with the provisions of this Subclause VII.
6. The buyer is solely entitled to claims for damages according to Subclause VIII. Of these General Terms of Delivery.
7. The warranty shall cease to exist if the buyer has autonomously further processed the goods without our consent or has these processed by third parties and the remedy of the defects becomes impossible hereby or is rendered unreasonably more difficult. In each case the buyer has to bear the additional costs for remedying the defect incurred by the processing. Moreover, no liability is assumed for damages, which were suffered for the following reasons:
 - unsuitable or improper use,
 - faulty further processing or mixing by the buyer or third parties, insofar as any processing instructions provided by us are not faulty,
 - modifications to the delivery object by the buyer or third parties,
 - natural change or wear and tear, insofar as we have not explicitly guaranteed otherwise,
 - incorrect or negligent handling or storage,
 - unsuitable operating equipment, replacement materials,
 - chemical, electrochemical or electrical influences, insofar as they are not attributable to our fault;
 - faulty or incomplete documents, in particular recipes, instructions, samples or drawings, which the buyer has made available to us for the manufacture of the products or which we must observe during manufacture according to the specifications of the buyer. We shall not have any obligation hereby to examine the documents provided by the buyer for accuracy and completeness.
8. The statute of limitations for claims for subsequent performance, rescission and reduction in price owing to defects to the object of delivery is one year from the passing of risk. This shall also apply to claims for reimbursement of expenses of the buyer in case of recourse of the buyer pursuant to Section 445a German Civil Code [*Bürgerliches Gesetzbuch - BGB*]; the regulation of Section 445b Para. 2 BGB shall remain unaffected. For the statute

of limitations of claims for damages, which are a result of defects to the object of delivery, the following regulation of Subclause VIII. shall apply. 10.

VIII. Damages

1. We shall be liable for damages, no matter for what legal grounds, in particular from impossibility, default, defective or false delivery, breach of contract, breach of obligations during contractual negotiations or from an illicit act exclusively according to this Subclause VIII. Otherwise, all liability for damages is excluded.
2. We shall be liable within the scope of the statutory provisions because of wilful and grossly negligent behaviour of our legal representatives or executives, because of the injury to life and limb and the health as well as for guaranteed characteristics and according to the regulations of the German Product Liability Act [*Produkthaftungsgesetz*].
3. In addition, we shall be liable
 - for damages from a slightly negligent breach of essential contractual obligations by our legal representatives, executives and other vicarious agents;
 - for damages, which were caused by our simple vicarious agents due to gross negligence or wilfully without a breach of essential contractual obligations.

Those obligations are essential for the contract, the fulfilment of which makes the proper fulfilment of the contract possible at all and on the compliance with which the contractual partner may rely and depend on as a rule.

Our liability for damages in cases of this Subclause VIII.3 is limited in accordance with the following Subclause VIII. 4, 5 and 6 is limited.

4. Our liability according to the aforementioned Subclause VIII. 3 for damages is limited to the amount of the foreseeable damages that are typical for the contract.
5. Our liability according to Subclause VIII. 3 is excluded insofar as the buyer, on its part, has effectively limited the liability towards its buyers. The buyer shall make every effort to agree liability limitations with its buyers itself insofar as permitted by law– also for our benefit.
6. Within the scope of our liability pursuant to Subclause VIII. 3, indirect damage and consequential damage resulting from defects in the delivery object shall only be compensable insofar as such damage is typically to be expected when the delivery object is used for its intended purpose.

7. Insofar as we provide technical information or operate in an advisory capacity, in particular give recommendations for the use or processing of the object of delivery, and this information or advice does not belong to the contractually agreed scope of service owed by us, this shall take place free of charge and under the exclusion of all liability.
8. The buyer will inform and consult us, if it intends to assert a claim against us according to the aforementioned regulations, without delay and comprehensively. The buyer must give us the opportunity to investigate the damage. The contractual partners will coordinate on the measures to be taken, in particular in case of settlement negotiations.
9. The regulation regarding the exclusion of the warranty in Subclause VII. 7 of these General Terms of Delivery shall apply accordingly to claims for damages.
10. The statute of limitations for claims for damages because of a defective delivery is one year from the passing of risk. In the event of the recourse of the orderer pursuant to § 445a BGB claims for damages because of defects to the goods shall not become statute-barred before expiry of the deadlines stated in Section 445b Para. 2 BGB. The statute of limitations for claims for damages because of the breach of other contractual obligations is one year from the close of the year, in which the claim was established, and the buyer became aware of the circumstances that justify the claim and the person of the debtor or should have gained knowledge thereof without gross negligence.

In the event of an injury to life and limb, or to the health, for damages according to the German Product Liability Act as well as for those, which are caused by malicious behaviour, by wilful intent, gross negligence or by a negligent breach of essential contractual obligations within the meaning of Subclause VIII. 3 of these General Terms of Delivery of our legal representatives, our executives or vicarious agents, in deviation from the first paragraph of this Subclause VIII. 10 the statutory statute of limitations shall apply.

IX. Industrial property rights

1. Unless expressly agreed otherwise, we only warrant that the goods do not infringe any industrial property rights of third parties (hereinafter: Property Rights) in the country of the place of delivery, unless we are positively aware of infringements of Property Rights at the registered office of the Buyer or in such other country of which the Buyer has notified us in writing that the delivery item is to be taken there for the intended purpose. Insofar as a third-party assert justified claims against the buyer because of the infringement of Property Rights through products delivered by us, and used as per contract, we shall be liable within the scope of the regulation in sentence 1 towards the buyer as follows:
 - a) The buyer has to inform us about the Property Right infringements asserted by the third party in writing without delay. We will fulfil, defend these claims at our own

discretion at our own costs, or end the dispute by a settlement. The buyer grants us the sole authorisation in this respect to decide on the legal defence and settlement negotiations and will grants us the powers of attorney that are necessary for this purpose in an individual case, including the right to grant corresponding sub-powers of attorney.

- b) Insofar as the delivery represents a Property Right infringement within the meaning of Sentence 1 we will remedy the reason for the Property Right infringement within a reasonable deadline. We will in this respect at our choice either obtain a right of use for the deliveries concerned at our costs, change the object of delivery so that the Property Right is not infringed, or replace it.
 - c) If the remedy of the Property Right infringement fails or if the remedy is not possible at reasonable conditions or is deemed unreasonable for the buyer the buyer is entitled to the statutory rights of rescission or reduction in price. Our obligation to pay damages shall be governed by Subclause VIII of these General Terms of Delivery.
 - d) We shall not be liable for claims of third parties owing to Property Right infringements, insofar as these are caused by special stipulations of the buyer, by an application that was not foreseeable by us or by the fact that the object of delivery was change by the buyer or an unauthorised third party or is not used at the conditions of use recommended by us or the agreed conditions or is used together with products that were not delivered by us. We shall generally not be liable for claims of third parties owing to Property Right infringements, insofar as the buyer is responsible for these. Should third parties insofar assert claims against us, the buyer shall indemnify us from such claims.
 - e) We shall not be liable towards the buyer either if the buyer recognises the infringement towards the third party without our consent or in the event of the discontinuation of the use of the product by it does not inform the third party that the discontinuation of the use is not associated with a recognition of a Property Right infringement.
2. In the event of an infringement of property rights, the provisions of Subclause VII. 2 and 5 apply accordingly.
 3. The regulations regarding statute of limitations in Subclause VII. 8 and in VIII. 10 shall apply accordingly.

X. Export right – prerequisite for the delivery by Peter Greven

The delivery by us is subject to the reservation that, if applicable, necessary export permits are granted respectively the delivery is not opposed by any other impediments owing to export or transport regulations to be complied with by us as exporter/transferor or one of our suppliers.

XI. Final provisions

1. Insofar as the buyer is a merchant, the exclusive place of jurisdiction for all disputes from or in connection with this contractual relationship, is Bonn. We are however entitled to also sue the buyer at another place of jurisdiction.
2. The place of performance for all liabilities from the business relationship is, if not explicitly otherwise agreed in writing, is Bad Münstereifel.
3. The law of the Federal Republic of Germany shall apply. The application of the Convention of the United Nations of 11 April 1980 on Contracts for the International Sale of Goods (CISG) is excluded.
4. Should one provision of these General Terms of Delivery be or become invalid this shall have no effect on the validity of the remaining provision. The contractual partners are obliged by joint coordination to replace the invalid provision by a regulation that shall as far as possible correspond with regard to commercial success with the invalid provision. This regulation shall also apply to possibly arising loopholes in the provisions of these General Terms of Delivery.