

# General Terms and Conditions of Teclen GmbH

Münchener Str. 10, 85667 Oberpframmern, Germany

## 1. Scope of application

- 1.1 The following General Terms and Conditions (GTC) apply to all services or products, deliveries, contracts and quotes of the company Teclen GmbH hereinafter referred to as TECLEN), in particular the development, manufacturing and distribution of products that are used for the manufacture and packaging of pharmaceutical and biotechnological active ingredients and other services or products provided by TECLEN.
- 1.2 Conflicting conditions or conditions of the customer that diverge from these General Terms and Conditions are not recognized; this shall also apply if TECLEN does not expressly contradict the terms of the customer. This shall not apply if TECLEN has expressly and in text form agreed to the validity of deviating regulations.
- 1.3 Verbal agreements are only valid if confirmed in text form. Email is considered text form.
- 1.4 If regulations in contracts concluded with TECLEN contradict individual regulations of these General Terms and Conditions, the contractual regulations shall prevail. The validity of these Terms and Conditions shall otherwise remain unaffected.

## 2. Contract conclusion

- 2.1 Information contained in catalogs, advertisements and websites are not binding and do not constitute an offer by TECLEN.
- 2.2 The order or the order of the customer constitutes an offer placed with TECLEN to the conclusion of a contract. The contract shall be concluded only upon the order acknowledgement by TECLEN.

## 3. Performance obligations

- 3.1 The scope of services or products of TECLEN results from the respective underlying contract or from the order acknowledgement. Furthermore, the scope of services results from other specifications laid down in text form, product data sheets and specifications as far as these form the basis of the contract.
- 3.2 TECLEN is entitled to outsource (partial) services or products specified under the contract to third-party specialists. Invoicing will continue through TECLEN.
- 3.3 Deadlines and delivery dates are only binding if they have been confirmed in text form as binding by TECLEN. Compliance with deadlines and delivery dates presupposes the timely access of all documents required by TECLEN for the processing of orders and of the records, documents, information, approvals etc. to be provided by the customer. TECLEN is entitled to partial deliveries and partial services.
- 3.4 Unless agreed otherwise, changes or additions to the order shall render any agreed deadlines and delivery dates null and void. The same applies if repairs or changes are made on request of the customer after delivery of a service or product ready for acceptance.

- 3.5 Unless otherwise agreed, for all services which are agreed upon at a later date, calculation shall be based on the hourly rates valid at the time of implementation, taking into account the actual expenditure of time.
- 3.6 In the case of individual product development, service phases shall be accepted separately by the customer. This applies in particular to milestones or comparable phases of a project evident from the project plan. TECLLEN is entitled to make further work dependent on a partial acceptance. The acceptance is implied, if services of the subsequent service phase are not immediately contradicted in text form. As far as individual defects are reported, they are to be recorded in text form and must be reported immediately. Defects not recorded in text form cannot be claimed at a later time. By the acceptance of a service phase, its result will become the binding basis of further services.

#### **4. Obligations on the Part of the Customer**

- 4.1 The customer provides the documents and information required for the service implementation, if needed. The contracting parties will achieve consensus on an individual basis when and in what way participation services are to be provided by the customer. Their scope depends on the type of service to be provided.
- 4.2 When any error is detected, the customer shall submit a detailed error description in text form to TECLLEN and shall actively support troubleshooting.

#### **5. Copyright and Rights of Use**

- 5.1 TECLLEN is owner of all copyrights and other intellectual property rights to its product developments and processes, as far as they can be protected. TECLLEN reserves all rights, provided that they have not been explicitly granted to the customer in these General Terms and Conditions or in the contract.
- 5.2 The right to use a service or product developed or delivered by TECLLEN comprises utilization for the customer's internal use.

#### **6. Remuneration, Terms of Payment, Contractual Exclusion of Set-off**

- 6.1 As remuneration applies the one determined in the contract or supplementary agreements in text form by the contracting parties. All prices are net plus statutory value-added tax.
- 6.2 For services charged on an hourly basis, interim invoices shall be issued, unless agreed otherwise in text form. TECLLEN can provide interim invoices at the end of each work phase.
- 6.3 The customer is obliged to pay the compensation within the time period specified on the invoice without deduction. If no time limit is indicated, the invoice is payable immediately. In the case of delay in payment, TECLLEN is entitled to charge default interest at the statutory rate to the customer. TECLLEN charges €10 for the creation of a reminder.
- 6.4 In the case of delay in payment, TECLLEN is entitled to refuse the provision of further services or products, also from other contracts. This shall not affect the obligation of the customer to pay. TECLLEN can terminate the contract without notice if the customer is more than six months in default with the payment of a considerable part of an invoice.
- 6.5 Customer offsetting is excluded, unless the counterclaim of the customer is undisputed or legally binding.

## **7. Reservation of proprietary rights**

- 7.1 The products delivered shall remain the property of TECLLEN until full payment. In line with his payments, the customer is co-owner of the so-called reserved goods.
- 7.2 The customer can use the reserved goods in the context of proper business transactions, as long as he is not in default. Pledging of the goods or transferring ownership by way of security is not permitted. The customer hereby assigns TECLLEN a full lien for the amounts payable against products for which TECLLEN holds the title resold or otherwise disposed of (through insurance claims or unauthorized resale). TECLLEN hereby grants a revocable authorization to the customer to collect the claims assigned to TECLLEN for his account in his own name. This authorization may be revoked only if the customer fails to fulfill his payment obligations.
- 7.3 In the event of access of third parties to the reserved goods, especially seizures, the customer will point out the ownership of TECLLEN and inform TECLLEN immediately, so that TECLLEN can enforce its property rights. The ordering party is to assume liability for the reimbursement of TECLLEN's court or out of court costs should the third party be unable to do so.
- 7.4 In case of a breach of the contract by the Customer, TECLLEN is entitled to take back the reserved goods or, if necessary, to demand assignment of the customer's claims against third parties.

## **8. Right of Retention, Performance Delay**

- 8.1 If a customer is in default with his obligations, TECLLEN may assert a right of retention until full payment.
- 8.2 Temporary disruptions to the provision of services or products offered by TECLLEN or its suppliers or subcontractors, in particular for reasons of force majeure, including strikes, lockouts and governmental arrangement, the breakdowns of communication networks and gateways of other operators, as well as disruptions in the delivery services, TECLLEN is not responsible for and entitle TECLLEN, if necessary, to postpone the service or product delivery for the duration of the delay plus a reasonable response time.

## **9. Defects Liability (Warranty)**

- 9.1 TECLLEN assumes the liability for defects in the defect-free, functional product as contractually agreed upon in the specification. The defined specifications shall not be interpreted as warranties, unless they are expressly designated as such.
- 9.2 In case of defects, TECLLEN is obliged to supplementary performance, thus eliminating the defect or delivery of conforming goods. Should TECLLEN fail twice to correct the issue within a reasonable period, the customer is entitled to the statutory warranty rights such as reduction of the purchase price or withdrawal from the purchase contract. Withdrawal and damages are excluded in the case of trivial defects.
- 9.3 TECLLEN is not liable for errors of externally supplied products or damage caused by such; furthermore, TECLLEN is not liable in the case of improper or inappropriate use of the products or procedures or if the products or procedures have been modified or altered without TECLLEN's prior written consent.
- 9.4 The warranty is limited to 12 months. This limitation does not apply if the defect is based on intent, gross negligence or fraudulent intent, or in case of injury to life, physical integrity or health, if the assumption of a guarantee for the quality of the products has

been agreed or liability under the Product Liability Act is given. In such matters, the statutory deadlines apply.

- 9.5 Provided the customer is entitled to compensation for damages due to liability for defects, these are subject to the limitations of liability in paragraph 10 below.

## **10. Liability**

- 10.1 TECLLEN is not liable for damages, delays or obstacles which are outside the scope of responsibility of TECLLEN.
- 10.2 TECLLEN is not liable for damages which are due to unsuitable, incorrect or improper use of the products or procedures.
- 10.3 Irrespective of legal basis, TECLLEN shall be liable solely for damages based on intent or gross negligence, or damages arising from injury to body or health which are culpably caused by TECLLEN, or in case of culpable violation of an essential contractual duty or cardinal obligation or in case of non-fulfilment of a warranty or if TECLLEN fraudulently concealed a defect. A cardinal obligation within the meaning of this provision is an obligation of TECLLEN, whose fulfilment is a prerequisite for enabling the proper execution of the contractual relationship between the parties, the breach of which will put the achievement of the contractual purpose at risk and on whose compliance the customer regularly relies.
- 10.4 In the case of breach of a substantial contractual duty or cardinal obligation, which is due to simple negligence, the liability of TECLLEN is limited to the typically foreseeable damage.
- 10.5 Any further liability of TECLLEN is excluded. Liability under the German Product Liability Act remains unaffected by these General Terms and Conditions.

## **11. Defects of Title, Copyrights and Industrial Property Rights of Third Parties**

- 11.1 Unless agreed otherwise in text form, TECLLEN is obliged to provide their services or products in the country of the place of fulfillment free of copyrights and industrial property rights of third parties.
- 11.2 Insofar as a third party asserts justified claims against the customer owing to the infringement of property rights and copyrights through services or products provided by TECLLEN which are used as per contract, TECLLEN shall be liable within the period specified in paragraph 9.5 as set forth below.
- 11.3 TECLLEN will, at its discretion, either obtain a right of use for the services or products in question, modify the service or product in a way so that a copyright or industrial property right is not violated, or re-perform the service or re-deliver the product. If this is not possible for TECLLEN on reasonable terms and conditions, the customer is entitled to statutory rights of withdrawal or reduction.
- 11.4 TECLLEN's duty to pay damages depends on the conditions under paragraph 10.
- 11.5 The obligations of TECLLEN set out above only exist if the customer immediately notifies TECLLEN in text form of the claims asserted by the third party, does not recognize a violation to the third party, and TECLLEN reserves all defensive measures and settlement negotiations.
- 11.6 Claims of the customer shall be excluded if the customer itself is responsible for the violation of copyrights or proprietary rights.

- 11.7 In the event of other legal defects, the provisions of paragraph 9. and 10. shall apply accordingly.

## **12. Data Protection, Confidentiality**

- 12.1 Herewith the customer is instructed in line with § 33 I of the Federal Data Protection Act, that TECLLEN will digitalize the company's address (identity) and tasks arising from the contract in machine-readable form.
- 12.2 The customer undertakes to observe secrecy regarding any information and documents provided to them in the context of the conclusion of the contract which are referred to as confidential and – as far as not necessary for the achievement of the purpose of the contract – to neither record, nor transmit nor process them. This shall apply in particular to ideas and concepts made aware during the development phase / cooperation.

## **13. Applicable Law, Place of Jurisdiction**

- 13.1 The contractual relationship between the parties and all disputes arising from or in connection with the contractual relationship, are governed by the law of the Federal Republic of Germany. The United Nations Convention on contracts for the international sale of goods shall not be applicable.
- 13.2 As far as the customer is a merchant, Munich shall be the place of fulfillment and the place of jurisdiction for any claims related to the contractual relationship.

## **14. Severability Clause, Written Form**

- 14.1 The invalidity of individual provisions of this contract shall not affect the validity of the remaining provisions. In the case of ineffectiveness of a provision, the parties are obliged to replace the defective provision by an effective one, whose economic and legal sense comes closest to the sense of the defective provision.
- 14.2 Amendments and additions to this contract must be made in written form in order to be legally valid.

Munich, July 2023