

TERMS OF SALE

I. EXCLUSION OF THE UN SALES CONVENTION

All contractual relationships with Heinlein Plastik-Technik GmbH are subject to German non-unified law, in particular the German Civil Code ("*Bürgerliches Gesetzbuch*", "*BGB*") and the Commercial Code ("*Handelsgesetzbuch*", "*HGB*"). The provisions of the Vienna UN Convention on Agreements for the International Sale of Goods (CISG) of 11 April 1980 and International Private Law do not apply.

II. SCOPE

1. These terms and conditions exclusively apply to companies according to § 310 BGB. Unless buyer disagrees, orders, including future orders, are solely carried out on the basis of the following conditions. Any disagreement must be identified as such and separately asserted in writing to us.
2. However, in commercial dealings acknowledgement is effected at the latest with the acceptance of the offer or first delivery or service by our company.
3. Any deviating provisions must be in written form.

III. QUOTATION AND CONTRACT CONCLUSION

1. Our offer applies to pharmaceutical packaging and is subject to change. Orders are only binding for us insofar as we confirm them or perform them by delivery or service; oral collateral agreements are only binding for us if we confirm them in text form.
2. If the order is based on certain materials or substances, it is our free choice which supplier we select. Even if we use materials from a certain supplier at the time of contract conclusion, we are not bound to the same. We reserve the right to change our materials and suppliers at any time as long as the quality of the materials and substances that we ordered remains equivalent.
3. The order is a binding quotation. At our choice, we may accept this quotation within 3 weeks by sending an order confirmation or by delivering or providing services within this time period.
4. The contract is concluded subject to the correct and punctual supply to ourselves by our suppliers. This only applies for the case that the delay in delivery is not our responsibility, especially in the event of a congruent hedging transaction with our supplier. The customer is immediately informed about any non-availability of the goods/services. Any compensation is promptly reimbursed.
5. Unless specified specifically as binding, documents pertaining to the quotation, such as illustrations, drawings, samples, weight, measurement and color information are only indicative.
6. We reserve our proprietary and copyright for samples, cost estimates, drawings, data carriers, plans and documents; they must not be disclosed to any third parties. Certain customs goods and information regarding shipping, customs and transportation purposes shall only be disclosed to reliable authorized third parties involved in their handling. In case of violation of business, operational and confidentiality agreements Heinlein Plastik-Technik is entitled to request the default and damages.

IV. PRICE AND PAYMENT

1. Specified prices are in EUR, ex works and including packaging; any statutory VAT, freight postage and other shipping costs, plus the costs for any insurances are not included in our prices. The same applies to custom fees and import duties. Those costs/fees/taxes only apply to the respective order. We are not bound to them in the event of any follow-on orders.
2. Sketches, drafts, samples and similar preparatory work requested by buyer are charged separately.
3. If buyer requests subsequent changes, any resulting expenses – including possible machine stoppage – shall be charged separately.
4. Buyers with whom no fixed business relationship exists shall only receive deliveries by cash on delivery or cash in advance.
5. Unless different agreements have been reached, payments must be made within 10 days after receipt of the goods without any deductions. After expiry of this time period, buyer is in default.
6. If buyer is in default of payment, we are entitled to claim default interest in the amount of 9% above of the respective prime rate. We are entitled to claim higher default damages if they can be proven by us.
7. We charge EUR 5.00 of processing fees per dunning letter, starting with the 1st dunning letter after the occurrence of default.
8. We only grant discount after prior agreement in text form. If discount has been agreed upon, buyer is not entitled to deduct discount if there are still previous obligations from the business relationship outstanding. Any granted discount does not refer to freight, postage or other shipping costs or the costs for any insurance.
9. Buyer is only entitled to rights of set-off if its counterclaims have been determined without further legal recourse, are undisputed or are accepted by us.
10. Buyer is not entitled to any rights of retention. However, buyer is entitled to the rights under Section 320 of the German Civil Code (BGB) as long as we do not fulfill our warranty obligations in accordance with these Terms of Sale.
11. In the event of default in payment and justified doubts concerning the ability to pay or creditworthiness of buyer, irrespective of our other rights, we are entitled to request collaterals or advance payments for outstanding deliveries and make payable all claims from the business relationship.
12. Our representatives are not authorized to accept payments.

V. DATENSCHUTZ

We gather and process your personal data like the full name, the valid e-mail-address, your address, telephone number and information alike that are necessary for the proper fulfilment of the services requested by you and/or fulfilment and processing of a contract. We gather and process your personal data enabling us to identify you as our contact person and/or customer, to communicate with you, to process your inquiries properly and to inform you about our products and services, to fulfil and process your orders and to issue invoices, to share information about our services and/or

products. The gathered personal data will be stored until the end of the period determined by law and deleted afterwards, unless you have given your permission to an extended storage according to Art. 6, para 1, s. 1 lit. a DSGVO.

You can find further information on data protection and your rights according to the data protection laws in our transparency information, accessible in the internet under the following link: https://www.heinlein-plastik.de/download/Transparenzinformation_Heinlein-Plastik_allgemein_en.pdf.

VI. PRICE CHANGES

For contracts with an agreed delivery time of more than two months, we reserve the right to increase prices in accordance with incurred cost increases resulting from tariff agreements or material price increases. If the increase is more than 5% of the agreed price, buyer is entitled to cancel.

VII. DELIVERY AND PASSING OF RISK

1. Partial deliveries and partial services are authorized.
2. Customary quantity tolerances due to packaging of plus/minus 10% shall remain reserved, the same as changes of the delivery item by technical or quality-promoting further development.
3. The time for delivery is considered met if the delivery item has left our company or readiness for shipment has been announced by its expiration.
4. Meeting the time for delivery requires the punctual and proper fulfillment of buyer's obligations and clarification of all technical questions.
5. Unless we have acted grossly negligent or intentional, if an agreed time for delivery is not met due to our company's own fault, after unsuccessful expiration of a reasonable extension and by excluding any other entitlements, buyer is entitled to request compensation for delay or withdraw from the contract. The compensation for delay amounts to 0.5% for each full week of delay, in total no more than 5%, limited to the portion of the delivery that has not been delivered in accordance with the contract. Withdrawal is excluded if buyer itself is in default of acceptance. Proof of higher damages is reserved to buyer. We reserve the right to prove to buyer that no or low damages incurred as a result of the delay in delivery.
6. Liability on our part for default damages resulting from regular negligence is excluded.
7. Loading and shipping is carried out without insurance at buyer's risk, even if we bear the shipping costs. Upon buyer's request in text form, goods will be insured against risks specified by buyer and at buyer's expense.
8. When the goods leave the plant, e.g. with handover, or in the event of sale by delivery with delivery of the goods to the carrier, forwarder or the person or institution assigned with the shipping, the risk of accidental destruction and accidental deterioration of the goods is transferred to buyer. For the transfer it is irrelevant whether buyer is in delay of acceptance or is responsible for delays in shipping.
9. Transport and other packaging in accordance with the law on packaging are not taken back; pallets are excepted. Buyer is obligated to ensure disposal of the packing at its expense.
10. Incoterms® 2020 apply to all deliveries.

VIII. FORCE MAJEURE

The delivery period is extended in the event of war, strike, lockout, operational or traffic disruptions and other cases of force majeure that are not our responsibility, by the duration of the disruption if such obstacles affect the completion or delivery of the delivery item. This also applies in the event of unpunctual or incorrect delivery from our own suppliers. The aforementioned circumstances are still not our responsibility if they occurred during an already existing default. The principles regarding the doctrine of frustration remain unchanged.

IX. CANCELLATION COSTS

Regardless of the option to claim the actual higher damage, we are entitled to request 10% of the sales price for the costs that we incurred from processing the order and for lost profit if buyer unjustifiably withdraws from a placed order. Proof of lower damages is reserved to buyer.

X. COMPLAINTS AND LIABILITY FOR DEFECTS FOR MATERIAL DEFECTS AND DEFECTS OF TITLE

1. The type samples that we provide to buyer for testing purposes upon its explicit request in text form are decisive for the quality and design of our products. Any information from us concerning technical standards only serves for the purposes of specifications and shall not be interpreted as a guarantee of quality.
2. Claims for defects by buyer require that buyer has properly complied with the duty to inspection and objection that is required by buyer in accordance with Section 377 of the German Code of Commercial Law (HGB).
3. Complaints concerning obvious deficiencies are only authorized within three working days after receipt of the delivery or service, for compliance with keeping this term the timely receipt of the notice of defects in text form being decisive. Hidden deficiencies shall be claimed in text form immediately after detection.
4. Unless otherwise agreed, in the aforementioned cases all claims for defects become time-barred 12 months after transfer of risk. If longer time periods are mandatory by law, then those shall apply.
5. Deficiencies concerning one portion of the delivery do not authorize to complain about the entire delivery. In particular this applies to the customary degraded materials in accordance with the current defect evaluation list as defined in: Theobald, R.; Stolze, W.: Defect evaluation list for injection-moulded parts made of plastic: closures, sealing disks, dosage aids (Droppers etc.), Vol. 22, Editio Cantor Publishing, Aulendorf.
6. We are obligated to supplementary performance if the notice of defect is justified. We have the choice between subsequent improvement and replacement delivery. If we do not comply with this obligation within a reasonable time period or if the subsequent improvement fails repeatedly, buyer is entitled to a reduction of the purchase price or withdrawal from the contract. However, if there is only a minor infringement of contract, especially in the case of minor deficiencies, buyer is not entitled to withdraw. Any claims in addition to this, in particular reimbursement of expenses

or claims due to deficiency or deficiency follow-on damages only apply within the framework of the following Clause XI. Based on our request, parts that have been replaced by us must be returned to us, freight forward.

7. In the case of correcting deficiencies, we are obligated to bear all expenses necessary for correcting the deficiencies, in particular transportation, toll, work and material costs if they do not increase due to the fact that the purchased item has been transported to a different location other than the place of fulfillment.
8. Right of recourse in accordance with Sections 478, 479 of the German Civil Code (BGB) only exists if the claim by the consumer has been justified and only to the extent provided for by law; it does not apply to ex-gratia payments that have been agreed upon by us. It requires compliance with the own obligations of the party entitled to recourse, in particular compliance with the duty to objection.

XI. LIABILITY AND LIMITATION OF LIABILITY

Claims for damages, regardless of the legal reason, in particular from impossibilities, delay, defective or incorrect delivery, breach of contract, violation of obligations during contract negotiations and unlawful acts are excluded in case of slight negligence. This exclusion of liability does not apply in the event of injury to life, limb or health and in the event of slightly negligent violation of essential contractual obligations. In cases of slightly negligent breach of essential contractual obligations, liability is limited to the replacement of the typical damage that was foreseeable when the contract was concluded. Indirect damage or consequential damage can only be replaced insofar as it is typically to be expected if the item is used as intended. The above exclusions and limitations of liability apply to the same extent in favor of the organs, legal representatives, employees and other vicarious agents of Heinlein Plastik-Technik GmbH. Heinlein customer service work is always performed under the supervision and responsibility of the customer.

XII. RETENTION OF TITLE

1. We reserve the title of the delivery item until receipt of all payments from the business relationship with buyer.
2. In the event of culpable buyer behavior, especially in the case of default of payment, we are entitled to request the return of the delivery item after withdrawing from the contract.
3. The retention of title also covers any products that are created due to processing, mixing or bonding our goods at their full value, us being considered the manufacturer. If during processing, mixing or bonding with third party goods third party ownership rights remain, we gain joint ownership in the ratio of the invoice values of these processed goods.
4. Buyer is entitled to use the purchased goods in the proper course of business. Buyer already assigns receivables against third parties resulting from the resale, in total or in the amount of our joint ownership, to us for security. We accept the assignment. Buyer is authorized to collect it for our invoice until canceled or until occurrence of default of payment to us. Buyer is not authorized to assign these receivables, including for the purposes of receivables collection by way of factoring, unless the obligation of the factor is founded at the same time that the compensation in the amount of our receivables portion is effected directly to us as long as there are still outstanding receivables for us from buyer.
5. Buyer must immediately notify us in text form in the event of garnishments and confiscations or other access by third parties.
6. We commit to release securities that we are entitled to upon buyer's request to the extent that the value of our securities exceeds the receivables to be secured by more than 10%.

XIII. PLACE OF FULFILLMENT; PLACE OF JURISDICTION; VALIDITY

1. Place of fulfillment and jurisdiction for any disputes arising from the contractual relationship, including check, bill and document processes is the place of business of supplier. We are also entitled to sue at buyer's place of head office.
2. In the event that one or several provisions are invalid, the validity of the other provisions is not affected. The parties will replace the ineffective or unenforceable provisions with a suitable and balanced regulation which, as far as legally permissible, comes as close as possible to the economic meaning and purpose of the ineffective or unenforceable provision. The same applies if the parties have unconsciously made no arrangements regarding a specific matter of this agreement; In this case, a suitable and balanced regulation applies with the content that the parties would have agreed with regard to the economic purpose of the agreement if they had considered the facts.

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