
GENERAL TERMS AND CONDITIONS OF PURCHASE
EVP Group GmbH and all legally affiliated companies

1. SCOPE OF APPLICATION

- 1.1 These General Terms and Conditions of Purchase (hereinafter referred to as "GPC") of EVP Group (EVP) shall apply to any procurement of goods, works and services by EVP Group and all legally affiliated companies. Upon acceptance of an order by the Supplier, at the latest upon delivery of the ordered goods or provision of the work or service to EVP, the Supplier shall recognize the sole binding force of these GPC, which shall become an integral part of all contracts concluded. These GPC shall apply exclusively to entrepreneurs within the meaning of Section 14 of the German Civil Code (BGB), legal entities under public law or special funds under public law.
- 1.2 Deviating or additional terms and conditions or general terms and conditions of sale and delivery of the Supplier or other contractor (hereinafter "Supplier") shall only apply if they are recognized by EVP in writing. The general reference to a letter containing such other terms and conditions or the unconditional acceptance of a service of the Supplier in the knowledge of deviating terms and conditions shall not imply any agreement with the validity of such terms and conditions.
- 1.3 Unless otherwise agreed, the current version of these GPC shall also apply as a framework agreement for future transactions with the Supplier, even if EVP does not expressly refer to the most recent version.
- 1.4 Individual agreements between EVP and the Supplier shall take precedence over these GPC. The express written agreement with EVP shall be decisive for the proof of their content.
- 1.5 All legally relevant declarations and notifications such as deadlines, reminders, declarations of withdrawal and termination by the supplier must be made in writing.
- 1.6 If, due to the nature of the supplier's performance or corresponding agreement, the result of the performance is subject to acceptance, acceptance shall take the place of delivery in these GPC.
- 1.7 Any reference to the application of statutory provisions is for clarification purposes only. Statutory provisions shall apply even without such reference, unless they are amended or expressly waived by these GPC.

2. CONCLUSION OF CONTRACT

- 2.1 In response to an inquiry from EVP, the Supplier shall be requested to submit a binding written offer. The Supplier shall adhere exactly to the specifications of the inquiry in the offer and expressly point out any deviations. EVP shall be entitled to accept the Supplier's offer until the expiry of ninety (90) calendar days, whereby the period shall commence on the day following the submission of the offer by the Supplier.
- 2.2 If a direct offer to conclude a contract is made by EVP by means of an express order, the Supplier shall be obliged to confirm this in writing within three (3) working days of receipt. If no order confirmation is received from the Supplier within this period, EVP shall no longer be bound by the order. EVP shall only be bound by the Supplier's order confirmation if it does not deviate from EVP's order.
- 2.3 All offers, cost estimates and order confirmations of the Supplier shall be prepared by the Supplier at its own expense.

3. DELIVERY, CONTRACT PENALTY FOR DEFAULT

- 3.1 Unless otherwise agreed in writing, deliveries by the Supplier shall be made DDP (delivered, duty paid - Incoterms 2010). The place of performance for services that are subject to acceptance shall generally be the registered office of the EVP member. In this case, the transfer of risk shall take place upon acceptance.
- 3.2 The agreed delivery dates shall be deemed to have been met if the goods have been delivered to EVP or the agreed destination in the agreed quantity and quality at the agreed time. The delivery times and delivery periods shall be binding. If the Supplier is not in a position to meet the prescribed delivery deadline, he shall inform EVP in writing immediately after becoming aware of the delay in delivery. In the case of a fixed-date transaction, EVP shall be entitled to exercise its rights in accordance with the statutory provisions (Section 376 of the German Commercial Code (HGB)), unless expressly stipulated otherwise.
- 3.3 In the event of default or incomplete delivery, EVP shall be entitled to assert all statutory rights after the unsuccessful expiry of a reasonable deadline set by EVP. The Supplier shall also bear all damages incurred as a result of defective or delayed delivery, including additional freight costs, covering purchases, etc. If the Supplier exceeds the agreed delivery date, EVP shall additionally be entitled to a contractual penalty in the amount of 0.3% of the net order value per day up to a maximum of 100% of the net order value. EVP shall retain the claim to the contractual penalty even if EVP does not expressly reserve the right to claim it upon acceptance of performance or acceptance. The contractual penalty shall not be offset against any possible compensation for damages.
- 3.4 Partial deliveries and advance deliveries shall only be possible with the express written consent of EVP. Over- or under-deliveries shall only be permitted after prior written agreement.
- 3.5 The statutory provisions shall apply to the occurrence of default of acceptance by EVP. However, the Supplier must also expressly offer its performance to EVP if a specific or determinable calendar time has been agreed for an action or cooperation by EVP. If EVP is in default of acceptance, the Supplier may demand compensation for its additional expenses in accordance with the statutory provisions (Section 304 BGB). If the contract relates to a non-fungible item to be manufactured by the Supplier (individual production), the Supplier shall only be entitled to further rights if EVP is obliged to cooperate and is responsible for the failure to cooperate.
- 3.6 Unless otherwise agreed, goods may only be accepted by EVP during the business hours of the respective EVP member.

4. PRICE

- 4.1 Unless expressly agreed otherwise in writing, all prices stated in the order shall be in Euro.
- 4.2 Unless otherwise agreed in writing, the prices stated in EVP's order or acceptance of offer shall be binding and fixed. They shall include all services of the Supplier, including all ancillary costs, such as packaging, insurance, delivery costs, import duties, taxes, all public charges, expenses, license fees. Prices are to be quoted without statutory value added tax. This must be shown separately.
- 4.3 At EVP's request, the Supplier shall take back packaging material free of charge or reimburse EVP for the costs of disposal.

5. PAYMENT

- 5.1 Payment shall be made after proper receipt of the goods, inspection of the goods (including batch documentation) and receipt of a verifiable invoice in the means of payment of EVP's choice to the paying agent specified by the Supplier.

5.2 Unless otherwise agreed, EVP shall pay within 30 calendar days with 3% discount or within 90 calendar days. The date of receipt of the payment by the Supplier shall be decisive for the timeliness of the payment, unless unforeseen errors on the part of the banks lead to a deviation from the usual timeframe.

5.3 Invoices of the Supplier shall be issued on the date of dispatch and shall be submitted to EVP in duplicate. Each invoice may only relate to services from one order. If the invoice is received later than the goods or if the batch documentation is not available in time, the later date of receipt of the invoice and the batch documentation shall be decisive for the calculation of the payment or discount period. If the goods are received later than the invoice or the batch documentation, the date of receipt of the goods shall apply for the calculation. EVP is not responsible for delays due to non-compliance with these requirements.

5.4 The supplier's invoice shall contain the following information

- (a) EVP order number;
- (b) Material designation;
- (c) EVP material number;
- (d) Commodity code;
- (e) Gross and net weight;
- (f) Date of delivery, date of performance.

5.5 The Supplier shall not be entitled to assign claims arising from deliveries to EVP or other claims to which it is entitled from orders placed by EVP to third parties (prohibition of assignment) or to pledge them without the prior written consent of EVP.

5.6 In the event that a claim is seized by means of an attachment and transfer order, EVP shall be entitled to charge the Supplier a lump sum of EUR 20.00 (net) for each necessary administrative expense.

5.7 The Supplier may not offset or assert a right of retention against claims that are disputed by EVP, have not been recognised by declaratory judgement or are not ready for judgement.

5.8 The respective EVP member shall be entitled to offset claims of the Supplier arising from deliveries made against credit balances from the general business relationship with the Supplier.

5.9 EVP shall not owe any interest on arrears. Notwithstanding statutory provisions, a written reminder by the Supplier shall be required in any case for EVP to be in default. The statutory provisions shall apply to the amount of any default interest.

6. TRANSFER OF OWNERSHIP

Retention of title by the Supplier shall be excluded. The delivered goods shall become the property of EVP upon handover. In particular, the agreement of an extended or prolonged retention of title is hereby excluded. In any case, EVP shall be entitled without further ado, in particular without authorisation or notification, to process the delivered goods or to dispose of them in any other way

7. TRANSFER OF RISK / FORCE MAJEURE

7.1 The risk of accidental loss or deterioration of the goods shall be borne by the supplier until their receipt at the place of fulfilment (Clause 14.1). The goods shall be stored at the Supplier's expense and risk until proper receipt of all documents (Clause 11), in particular the delivery note and the certificate of analysis.

7.2 The assertion of unforeseeable events or serious circumstances beyond the Supplier's control and for which the Supplier is not responsible, such as force majeure, outbreak of war or natural disasters, which lead to the non-fulfilment of agreed dates, deadlines or ordered delivery quantities, shall only be taken into account by EVP if these circumstances are reported immediately. In this case, EVP shall have no obligation to take delivery and EVP reserves the right to cancel the order after a reasonable period of time has elapsed. In this case, EVP shall not owe the Supplier any compensation for damages or any reimbursement of costs.

8. WARRANTY AND RECOURSE, INCOMING GOODS INSPECTION

8.1 The Supplier warrants that the delivered goods are free from material defects and defects of title at the time of transfer of risk and that they have the agreed quality and the warranted characteristics and that they correspond to the prescribed services and specifications

The Supplier warrants that the goods comply with the relevant statutory provisions, the recognised state of the art and rules of technology and the relevant standards of the industry trade associations.

8.2 For the delivery of raw materials, the Supplier warrants compliance with all statutory provisions of the country of destination as well as compliance with the quality requirements demanded by EVP.

8.3 Unless otherwise agreed, the warranty period shall be thirty-six (36) months. If a longer limitation period is provided for by law, this shall apply. It begins with the transfer of risk. The warranty period shall not run in the period between a notice of defects and a rectification of defects. It shall also be suspended upon receipt of a notice of defects by the Supplier until the Supplier rejects the claims, declares the defect to be remedied or otherwise refuses to continue negotiations on EVP's claims.

8.4 If claims are asserted against EVP by third parties in the context of a purchase of consumer goods and such claims are based on a defect in the item delivered by the Supplier, recourse claims shall only become time-barred after the expiry of five years, calculated from the transfer of risk of the item by the Supplier to EVP.

8.5 If the Supplier fails to fulfil its obligations under Clauses 8.1. to 8.3., EVP's rights (in particular to subsequent performance, rescission, reduction, damages or reimbursement of expenses) shall be governed by the statutory provisions. EVP reserves the right to claim damages in all cases. The place of fulfilment for subsequent performance shall be the location of the item. Subsequent fulfilment shall include any dismantling and removal as well as the installation of the replacement delivery.

8.6 Acceptance of delivery by EVP shall always be subject to a quantity, quality and suitability check as well as a check of the warranted characteristics.

8.7 Notwithstanding Section 442 para. 1 sentence 2 BGB, EVP shall be entitled to claims for defects without restriction even if the defect remained unknown to EVP at the time of conclusion of the contract due to gross negligence.

8.8 The statutory provisions shall apply to the commercial duty to inspect and give notice of defects, with the following proviso: EVP's duty to inspect shall be limited to defects which become apparent during the incoming goods inspection under external examination including the delivery documents as well as during a quality control by random sampling (obvious defects). Obvious defects may be notified by EVP within 2 working days. If acceptance has been agreed or is prescribed by law, there shall be no obligation to inspect. Otherwise, it shall depend on the extent to which an inspection is feasible in the ordinary course of business, taking into account the circumstances of the individual case. Hidden defects may be objected to within 10 working days of their discovery, notwithstanding the warranty period in Section 8.4.

8.9 If the Supplier does not remedy the defects or make a replacement delivery within the period set by EVP, EVP shall be entitled, without prejudice to its statutory claims, to remedy the defects itself or have them remedied by a third party at the Supplier's expense or to make a covering purchase. If subsequent fulfilment by the Supplier has failed or is unreasonable for EVP (e.g. due to particular urgency, endangerment of operational safety or imminent occurrence of disproportionate damage), no deadline need be set; EVP shall inform the Supplier of such circumstances immediately, if possible in advance. EVP may demand an advance payment from the Supplier for the expenses required to remedy a defect.

9. PRODUCT LIABILITY

9.1 The Supplier shall indemnify EVP against all third-party claims for damages, costs, expenses and other disadvantages resulting from product defects upon first request, provided that the cause lies within the Supplier's sphere of control and organisation and the Supplier itself is liable in relation to third parties.

9.2 The Supplier shall also be liable in the event of slight negligence for all damages incurred by EVP as a result of defective delivery.

9.3 In this context, the Supplier shall also be obliged to reimburse EVP for any expenses pursuant to Sections 683, 670 BGB or damages resulting from a product defect or a field measure carried out in connection with a product defect (e.g. recall action, warnings). EVP shall inform the Supplier of the content and scope of the field action to be carried out - as far as possible and reasonable - and give the Supplier the opportunity to comment.

9.4 The Supplier shall insure himself against the risks associated with product liability for the goods delivered by him to a sufficient extent, but at least in accordance with statutory requirements, and shall provide EVP with written proof of insurance upon request.

9.5 Further claims of EVP shall remain unaffected.

10. PROPERTY RIGHTS, RIGHTS OF USE

10.1 The Supplier warrants in the form of an unrestricted guarantee of quality that the delivery and use of the delivered goods does not infringe any industrial property rights and applications for industrial property rights of third parties. The Supplier shall indemnify EVP and its customers upon written request against all claims of third parties resulting from the infringement of such industrial property rights. Any licence fees shall be borne by the Supplier.

10.2 The Supplier shall transfer to EVP the exclusive right, unlimited in time, to publish, distribute, reproduce, process and otherwise utilise all ideas, concepts, drafts and designs provided by the Supplier and commissioned by EVP. The rights granted above shall extend to all types of utilisation. The granting of rights under this provision expressly includes the right to transfer rights to third parties. The above granting of rights shall be compensated by the price paid by EVP in each case.

11. GOODS DOCUMENTS / PACKAGING

11.1 The goods documents must be delivered with the goods and attached to a pallet in a clearly visible document bag. At the same time, these documents shall be sent in advance by e-mail to the e-mail address specified by EVP.

11.2 The Supplier shall document the customs status of the goods in a legally binding manner and provide all necessary documents. The Supplier shall be liable, regardless of fault, for any costs, damages, penalties, fees, taxes or additional expenses of any kind resulting from incorrect information.

12. SUBCONTRACTORS

The order may only be passed on to third parties with the prior written consent of EVP. In this case, the Supplier shall ensure compliance with the obligations described in these GPC. The Supplier shall remain fully liable

13. CONFIDENTIALITY

13.1 EVP reserves all property rights and copyrights to all documents - regardless of their form - in particular to drawings, plans, sketches, illustrations, samples and calculations. They may not be made accessible to third parties or reproduced without EVP's express written authorisation and may only be used for the contractually agreed purpose. EVP may demand the return of these documents if they are no longer required by the Supplier in the ordinary course of business or if negotiations do not lead to the conclusion of an individual contract. In this case, any copies shall be destroyed, with the exception of storage within the legally prescribed framework and data storage as part of normal data backup. This also applies to any subcontractors of the supplier.

13.2 The Supplier shall be obliged to treat all information obtained in connection with the business relationship with EVP or from a company affiliated with EVP within the meaning of §§ 15 et seq. AktG (German Stock Corporation Act) in writing, orally, by demonstration or in any other way, directly or indirectly, via executive bodies, employees, consultants or other third parties working for EVP, and to keep such information out of the reach of third parties.

13.3 The Supplier may only refer to the business relationship with EVP with EVP's written consent.

13.4 Information within the meaning of clause 13.1 shall not include information for which the Supplier can prove that:

- (a) they were generally known to the public at the time of disclosure by EVP or became generally known to the public without the Supplier being unlawfully involved;
- (b) it has become known to the Supplier through disclosure by a third party who is not under a direct or indirect obligation of confidentiality to EVP in respect of the information and who has the right to disclose the information
- (c) it was obtained independently and without breach of a confidentiality obligation.

13.5 The Supplier shall have the right to disclose any information if required to do so by law or court or governmental order, provided that the Supplier has given prior written notice of such disclosure to EVP and takes reasonable and lawful steps to prevent and/or minimise the extent of the disclosure.

13.6 The obligation of confidentiality shall continue for a further five (5) years after termination of the contractual relationship.

14. ANTI-CORRUPTION / COMPLIANCE

14.1 The Supplier undertakes to comply with all relevant laws and regulations in connection with the provision of goods and services to EVP, in particular those relating to the fight against corruption, competition and antitrust law. This applies both to the relevant laws and legal provisions in the country of the Supplier's registered office and in the country in which the deliveries or services are provided, but also - where applicable - to international and German regulations.

14.2 Upon conclusion of the contract, the Supplier undertakes to comply with the 'Code of Conduct of EVP', which can be viewed on the website of EVP in German and English at www.eurovitalpharma.com and is also available for download there. At the same time, the aforementioned Code of Conduct is an annex and thus an integral part of these GPC.

14.3 The European Deforestation Regulation (EUDR) requires companies to disclose information about the origin of certain raw materials and thus prove that these raw materials have not caused deforestation.

Article 3 of the EUDR:

Relevant raw materials and relevant products may only be placed on the market, made available on the market or exported if all of the following conditions are met:

- a) they are deforestation-free,
- b) they have been produced in accordance with the relevant legislation of the country of production, and
- c) they are covered by a due diligence statement.

We hereby oblige our business partners to comply with these obligations carefully.

14.4 Notwithstanding the other rights of EVP, a material breach of one or more of the aforementioned obligations for which the Supplier is responsible shall entitle EVP to extraordinary termination or cancellation and to assert claims for damages as well as to terminate the business relationship and all contractual negotiations.

15. Final provisions

15.1 Subject to clause 3.1, the place of fulfilment for deliveries and services shall be the place of delivery specified by EVP.

15.2 The law of the Federal Republic of Germany shall apply exclusively, to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG) and German and international conflict of laws provisions

15.3 If the Supplier is an entrepreneur (Section 14 BGB), a legal entity under public law or a special fund under public law, the courts in Hamburg shall have exclusive jurisdiction with regard to all disputes arising out of or in connection with the respective agreement. In addition, EVP shall be entitled to bring an action before the competent court at the Supplier's place of business.

15.4 Should individual parts of these GPC or other agreements be invalid or unenforceable in whole or in part, or should a loophole be found therein, this shall not affect the validity of the remaining provisions.

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