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## General Terms and Conditions of Purchase

("Terms and Conditions of Purchase")

of Dr. Pflieger Arzneimittel GmbH, Dr.-Robert-Pflieger-Str. 12, 96052 Bamberg  
("Buyer")

These Terms and Conditions of Purchase apply between the Buyer and the Seller, unless individual contractual agreements (i.e., individually negotiated agreements) exist between the parties.

### § 1 Scope

1. These Terms and Conditions of Purchase apply exclusively to all business relationships between the negotiation partner or contractual partner (each the "Supplier") and the Buyer.
2. Deviating conditions of the Supplier are only binding if the Buyer agrees to them in writing. These Terms and Conditions of Purchase also apply if the Buyer accepts the Supplier's performance unconditionally, knowing of deviating conditions.
3. Individual agreements between the Supplier and the Buyer take precedence over these Terms and Conditions of Purchase. The written agreement with or confirmation by the Buyer is decisive for proving their content.
4. All legally significant declarations and notifications such as setting deadlines, reminders, withdrawal, and termination declarations by the Supplier must be in writing.
5. These Terms and Conditions of Purchase apply exclusively to entrepreneurs within the meaning of § 14 BGB, legal entities under public law, or special funds under public law.
6. These Terms and Conditions of Purchase also apply to future transactions with the Supplier, even if they are not expressly agreed upon again.
7. If the nature of the Supplier's performance or a corresponding agreement requires acceptance, acceptance replaces delivery in these Terms and Conditions of Purchase.

### § 2 Conclusion of Contract, Offers, and Cost Estimates

1. The Supplier is required to confirm each order from the Buyer in writing within five (5) working days of receipt, stating a binding price, performance date, and our order number. If this confirmation is not received within the specified period, the Buyer is no longer bound by the order.
2. All offers and cost estimates by the Supplier are made at their own expense.

3. By accepting the order, the Supplier confirms that they have taken note of the Buyer's conditions.

### **§ 3 Prices, Invoices, and Payments**

1. All prices stated in the order are in EURO unless expressly agreed otherwise.
2. The price stated in the Buyer's order is binding and fixed. All additional services by the Supplier, especially packaging, transport costs, insurance premiums, customs duties, and any consumption taxes, must be listed separately.
3. Prices are to be stated without statutory VAT. This must be shown separately.
4. Invoices must repeat the details from the order confirmation. Each invoice may relate to services from one or more orders. Delays due to non-compliance with these requirements are not the responsibility of the Buyer.
5. Invoices should be sent via email to the following address: [invoice@dr-pfleger.de](mailto:invoice@dr-pfleger.de). We process electronic invoices (e-invoices) in ZUGFeRD and X-invoice formats. Companies not subject to the e-invoice obligation can continue to send invoices in PDF format to the previous email address. Separate sending of the original should be avoided.
6. Payment is made within 60 days of proper delivery to the place of performance and invoicing. For payment within 14 days, the Buyer is entitled to a discount of three percent (3%). The Buyer does not owe default interest.

### **§ 4 Delivery and Transfer of Risk**

1. Delivery is generally made according to Incoterm 2020 DDP or DAP. The place of performance for services requiring acceptance is generally the Buyer's location. The transfer of risk occurs upon acceptance.
2. The agreed delivery date is binding.
3. The Supplier is obliged to inform the Buyer immediately in writing if it becomes apparent to the Supplier that the delivery date cannot be met.
4. If the Supplier exceeds the agreed date, the Buyer is entitled to a contractual penalty of 0.3% of the net order value per day, up to a maximum of 5% of the net order value, unless the Supplier is not responsible for the delay. The Buyer retains the right to the contractual penalty even if they do not reserve it upon acceptance of performance.
5. The goods must be announced at least 48 hours in advance to the following email address: [avis@dr-pfleger.de](mailto:avis@dr-pfleger.de).

## **§ 5 Packaging**

1. The Supplier must pack the delivered goods in such a way that damage during transport is avoided. The packaging material used must be environmentally friendly and used only to the extent necessary. Ownership of the packaging passes to the Buyer. At the Buyer's request and after agreement, the Supplier will take back the packaging, or the Buyer will dispose of the packaging at the Supplier's expense.
2. The goods must be delivered sorted and batch-pure on clean, new Euro pallets. For the mandatory guideline for goods acceptance, please refer to the following internet address: [http://dr-pfleger.de/wp-content/uploads/2021/10/Richtlinie-Warenannahme\\_Unterschriftenfeld.pdf](http://dr-pfleger.de/wp-content/uploads/2021/10/Richtlinie-Warenannahme_Unterschriftenfeld.pdf).

## **§ 6 Retention of Title, Set-off, and Retention Rights**

1. Retention of title by the Supplier is excluded. The delivered goods become the property of the Buyer upon delivery. The agreement of a simple, extended, or prolonged retention of title is hereby excluded. In any case, the Buyer is entitled to process or otherwise dispose of the delivered goods without further ado, especially without approval or notification.
2. Set-off and the assertion of retention rights are only permissible if the Supplier's counterclaim is undisputed or legally established. The defense of non-performance of the contract remains unaffected.

## **§ 7 Warranty, Liability, and Other Performance Disruptions**

1. The Supplier must provide their performance free of material and legal defects and, if no quality is agreed upon, in accordance with the legal provisions applicable to the Supplier and the Buyer and the state of the art.
2. The statutory provisions for defective performance apply.
3. The place of performance for subsequent performance is the location of the item. Subsequent performance includes any removal and transport as well as the installation of the replacement delivery.
4. The Buyer is also entitled to remedy the defect at the Supplier's expense if the Supplier is in default or if a request for subsequent performance by the Supplier is unreasonable for the Buyer. The Buyer can claim reimbursement of expenses from the Supplier according to the statutory provisions.

5. The limitation period for the Buyer's claims for defects is 36 months from the transfer of risk, unless the law provides for a longer limitation period. The limitation period is suspended between the Buyer's notice of defects and the rectification of the defect.
6. Further claims of the Buyer remain unaffected.

### **§ 8 Incoming Inspections**

1. The Buyer owes an incoming goods inspection only with regard to obvious defects, completeness, and identity of the delivered goods. Such defects will be reported to the Supplier within 20 days of delivery, other defects within 20 days of their discovery. Such a defect notification within this period is timely. A defect notification does not limit any rights of the Buyer.
2. For services subject to acceptance, there is no obligation for an incoming goods inspection.

### **§ 9 Documents, Confidentiality**

The Buyer reserves ownership and copyright to all documents provided in the context of the business relationship, regardless of their form. The Supplier may only use these for the purposes of the business relationship. They may not be made accessible to third parties without the Buyer's written consent. After the end of the business relationship or as soon as the documents are no longer needed, they must be returned unsolicited or destroyed with the Buyer's consent, unless tax or other legal provisions prevent this. The Supplier must confirm this to the customer in writing. Notwithstanding existing confidentiality agreements between the Buyer and the Supplier, the Supplier is obliged to keep all business, operational, or technical matters that become known to them in connection with the business relationship confidential, even beyond the end of the business relationship, unless these are generally known or the Buyer has waived confidentiality in writing. These obligations are unlimited in time. The Supplier may only refer to the business relationship with the Buyer's written consent.

### **§ 10 Rights of Use**

1. The Supplier transfers to the Buyer the exclusive, unlimited right to publish, distribute, reproduce, edit, and otherwise exploit all ideas, concepts, designs, and creations provided by the Supplier and commissioned by the Buyer. The rights granted extend to all types of use. The granting of rights under this provision expressly includes the right to transfer them to third parties.

2. The Supplier assures the customer that they are not aware of any circumstances, particularly no third-party rights, that conflict with the underlying contractual purpose. Furthermore, the Supplier assures the customer that no claims for infringement of industrial property rights have been or can be asserted against them. The Supplier indemnifies the customer against all third-party claims arising from a breach of the aforementioned obligations. The granting of rights is compensated by the price paid by the Buyer.

### **§ 11 Product Liability**

1. The Supplier must indemnify the Buyer against third-party claims for damages, costs, expenses, and other disadvantages resulting from product defects, provided the cause lies within their control and organization and they are liable in the external relationship.
2. To the extent of this indemnification obligation, the Supplier is also obliged to reimburse any expenses incurred by the Buyer and to compensate for damages resulting from a product defect or a field measure carried out in connection with a product defect. Field measures include, in particular, recall actions and warnings. The Buyer will inform the Supplier of the content and scope of such field measures, as far as possible and reasonable, and give them the opportunity to comment within 5 working days.
3. The Supplier undertakes to maintain liability and product liability insurance with