

General Terms and Conditions of Gehrlicher Pharmazeutische Extrakte GmbH

§1 Validity of the Conditions

- (1) The deliveries, goods/services and offers of the vendor are carried out exclusively based on these terms and conditions. These apply also for all future business relations, even if they are not again explicitly agreed upon. At the latest with the receipt of the order confirmation, these conditions are regarded as accepted. Counter confirmations of the customer with reference to its business and purchase conditions are hereby contradicted.
- (2) Deviations from these business terms and conditions are only effectual if the vendor confirms them in written form.

§2 Offer and Conclusion of Contract

- (1) The offers of the vendor are subject to confirmation and non-binding.
- (2) The salespersons of the vendor are not authorized to make verbal subsidiary agreements or give verbal assurances above and beyond the content of a written contract.

§3 Prices

- (1) Decisive are the prices stated on the day of the order confirmation in the concern of the vendor plus the respective statutory value added tax.
- (2) The prices are, unless otherwise stipulated, exclusively packaging, postage and freight from the place of dispatch.
The vendor reserves the right to charge the customer for the additional costs caused by packaging and dispatch regulations of the customer.
- (3) For the calculation, the dispatch weight determined by the vendor at the time of the packaging is decisive.
- (4) The packaging is carried out according to methods customary in the trade.

§4 Deliveries and Services

- (1) Delivery and service delays due to circumstances beyond our control and due to events that essentially make the delivery more difficult or impossible for the vendor – involved here are especially strike, lockout, regulatory actions etc. even if they occur for suppliers of the vendor or their subcontractors – the vendor does not have to take responsibility even for deadlines and dates bindingly agreed upon. They entitle the vendor to rescind from the delivery or service for the duration of the hindrance plus a reasonable start-up time or to defer or delay the delivery or service for the duration of the hindrance. The Gehrlicher Pharmazeutische Extrakte GmbH is obliged to inform the customer about non-availability without delay and to cancel the contract in part or wholly for the part of contract not yet performed.

If the disruption lasts longer than 3 months, the customer is entitled after a reasonable extension of time, with regard to the not yet fulfilled part of the contract, to withdraw. If the delivery time is prolonged or the vendor is freed from its obligation, the customer is not entitled to make any claims for damages.

- (2) For purchases according to standard sample - if not explicitly other agreements are made - the properties of the sample are not an assurance, they are viewing samples, binding for deliveries is the specification.
The sample is regarded as an illustrative object to show the approximate type and character of the goods.
- (3) The vendor is entitled to partial deliveries and partial services at any time, provided this is not unreasonable for the customer. In these cases, each partial delivery is regarded as special business.
- (4) For delivery on demand, the requests should be made within 3 months after conclusion of the contract, if other agreements have not been explicitly made.

§5 Dispatch, Transfer of Risk and Insurance

- (1) The vendor selects the dispatch route and mode of dispatch to the best of his judgement and taking account of the valid regulations and laws, as well as considering and evaluating the goods to be sent (GMP).
- (2) The risk is transferred to the customer as soon as the consignment has been given to the implementing person or the shipment has left the storage place of the vendor for dispatching. If the dispatch is delayed by request of the vendor, the risk is, with announcement of the dispatch readiness, transferred to him/her.

§6 Warranty Claims and Liability

- (1) Warranty claims against the vendor appertain to the immediate purchaser and are not transferable.
- (2) The warranty period is determined according to the statutory regulations.
- (3) If the delivery item is deficient or lacks the guaranteed properties, the vendor delivers a replacement according to his own choice excluding other warranty claims of the customer
- (4) The customer must inform the vendor immediately in writing, however within one week at the latest and before further processing of the goods after receipt of the delivery item. A violation of the above-mentioned obligation excludes each and any warranty claim against the customer. For the keeping of a term, the timely dispatch is sufficient. The customer bears the onus of proof for all eligibility requirements, especially for the deficiency itself, for the time of the discovery of the deficiency and for the timeliness of the notice of defects.
- (5) If the substitute delivery goes amiss within a reasonable period of time, the customer can according to his own choice claim a reduction of the purchase price or rescission of the contract. The liability of the vendor is limited to the value of the purchase price for the delivery.
- (6) The above paragraphs include finally the warranty claims for products and exclude other warranty claims of all types.
- (7) With discord between customer and vendor, the IHK München will be asked to assign an independent sworn expert to decide on the guarantee or the deficiencies after appropriate review.

§7 Retention of Title

- (1) Until the fulfilment of all claims (including all current account balance claims from current account), which the vendor is entitled to from any legal ground that exists against the customer, the following securities are granted to the vendor, which he will release on request, if their value exceeds the claims sustainably by more than 20%.
- (2) The goods remain property of the vendor (goods subject to retention of title). The customer is entitled to process and sell the goods subject to retention of title in the proper business transactions as long as he is not in default, the disposal is ruled out for the case that in the relationship between the vendor and its customers a non-assignment clause (§ 399 BGB) exists. Pledging or assignment as security is impermissible. The claims out of the reselling or another legal ground (e.g. insurances, illicit activity) with regard to the goods subject to the retention of title, including all current account balance claims from current account, the customer cedes already now completely as precaution to the vendor. The vendor revocably authorizes him to collect the claims assigned to the vendor for its account in its own name. This direct debit authorization can only be revoked if the customer does not properly meet his payment obligation. The customer is obliged to provide the vendor with information on the transferred claims and the respective debtors on request.
- (3) With seizures of third parties – especially court officers – of goods subject to retention of title, the customer must refer to the vendor's right of ownership and inform the vendor without delay.
- (4) With breach of contract of the customer – in particular default on payment - the vendor is entitled to take back the goods or, if necessary, to assign the customer's claims against third parties. In the taking back as well as the seizure of the goods subject to retention of title by the vendor – insofar as the installment law applies – there is no withdrawal from the contract.
- (5) With breach of contract of the customer, in particular default on payment but also in the case of the application for insolvency proceedings about the assets of the customer, the vendor is entitled to take the goods back. In the taking back of the goods there is no withdrawal from the contract in this case, unless the vendor expressly explains this in text form.

§8 Payment

- (1) Unless not otherwise agreed, the invoices of the vendor are payable within 30 days from the invoice date without deductions.
- (2) The vendor is entitled, in spite of contrary terms of the customer, to add payments initially to its older debts. If costs and interest are already accrued, the vendor is entitled to attribute the payments initially to the costs, then to the interest and finally to the main service.
- (3) A payment is only then regarded as ensued, if the vendor has unconditional access to the amount. In the cases of checks and bills of exchange, the payment is first regarded as made if the check or bill of exchange has been redeemed.
The refusal of checks or bills of exchange is reserved exclusively for the vendor. The receipt takes place always only for processing. Discount and bill of exchange charges are at the expense of the customer and are immediately payable.
- (4) If the customer is in default, the vendor is entitled from the relevant point in time onwards to bill interest in the amount of the level of the current interest rates from the merchant banks for open current account credits likewise to charge the statutory value added tax. They are then to be set lower if the customer proves a lower liability.
- (5) If the customer does not comply with his payment obligations or his payments are discontinued, or when other circumstances that call in question the credit-worthiness of the customer become known to the vendor, the vendor is entitled to ask for the entire remaining debt even if he has accepted checks or bill of exchange. The vendor in this case is also entitled to call for advance payments or security.
- (6) The enforcement of a right of retention only appertains for the vendor for such counter-claims that are due and are based on the same legal relationship as the liability of the customer.

§9 Taking Back Properly Delivered Goods

Properly delivered goods can neither be taken back nor exchanged. With returns, the vendor is neither obligated for the storage nor the refund of the purchase price.

§10 Limitation of Liability

The vendor as well as its legal representatives and agents are only responsible for malice. Only if fundamental contractual obligations, (thus such obligations whose observance is of special importance for achieving the purpose of the contract) are affected, is liability also for the gross or slight negligence. Thereby the liability is limited to foreseeable, contract-typical damage. The above exclusion of liability does not concern the liability for damage of the life, the body or the health. Also the provisions of the product liability act remain unaffected by the disclaimer of liability.

§11 Applicable Law, Place of Jurisdiction, Partial Nullity

- (1) For these terms and conditions and the entire legal relationships between vendor and customer applies - also with international business – the law of the Federal Republic of Germany.
- (2) Exclusive place of jurisdiction for all immediate and collateral disputes from the contractual relationship is Munich, Germany.
- (3) Should a provision of these terms and conditions within the framework of other agreements be or become ineffectual; thereof the effectiveness of all other provisions or agreements remain unaffected.