



## **General Terms and Conditions of Business**

### **1. Validity, General, Amendments**

The General Terms and Conditions of Business apply between the principal (customer) and the contractor (ck-pharma-grosshandel e.K.). These General Terms and Conditions of Business and the relevant performance specifications, their general regulations and other terms and conditions shall always apply in the form present at the conclusion of the contract.

These General Terms and Conditions of Business apply only vis-à-vis entrepreneurs in the meaning of Section 14 of the German Civil Code. They take account of the particularities of the supply relationship in the pharmaceutical trade between manufacturers, pharmaceutical wholesalers and pharmacists. They therefore apply to all, including future, business relationships between ck-pharma-grosshandel e.K. or enterprises affiliated to it and their customers. Deviating or contradictory general terms and conditions of business of the customer do not apply even if ck-pharma-grosshandel e.K. was aware of them and processed the transaction without reservation.

ck-pharma-grosshandel e.K. is entitled to amend these General Terms and Conditions of Business for the future. From their coming into force, amendments shall also be a component of ongoing orders, if, in spite of a separate notice on their right of cancellation, the customer does not object to them within a period of one month after notification of the amendment. Individual agreements apply only to the individual case, if nothing else has been agreed.

### **2. Order and Conclusion of Contract**

The offers of ck-pharma-grosshandel e.K. are non-binding. Orders must be placed electronically or in writing or by fax. There will be no written order confirmation from ck-pharma-grosshandel e.K.. The contract only comes into existence when ck-pharma-grosshandel e.K. confirms the order to the customer, issues invoices or delivers the goods ordered. A contract can also be concluded by telephone via the sales representatives of ck-pharma-grosshandel e.K..

If the customer orders medicinal products, narcotic drugs or other goods the supply or use of which is subject to statutory or official restrictions from ck-pharma-grosshandel e.K., the order is simultaneously confirmation that the customer has the required permission for further use, trade and supply. In the individual case, ck-pharma-grosshandel e.K. is entitled to demand proof of the permission prior to delivery. ck-pharma-grosshandel e.K. shall not enter default in delivery until receipt of the proof. Should the customer not lodge the proof without delay, they shall thereby enter default of acceptance.

ck-pharma-grosshandel e.K. shall not enter default of delivery if the total quantity is not delivered or a different quantity is delivered. Part deliveries are also permissible. All agreements entered into between ck-pharma-grosshandel e.K. and the customer for the justification and implementation of the contract, agreements on the scope of the delivery or the performance, are to be laid down in writing or, after telephone agreements, to be subsequently approved by ck-pharma-grosshandel e.K..

In respect of cost estimates aimed at the customer's requirements, individual agreements, drafts or other documents ck-pharma-grosshandel e.K. retains unrestricted property and intellectual property rights.

Access to these documents may only be given to third parties with the prior agreement of ck-pharma-grosshandel e.K.. If the order is not issued to ck-pharma-grosshandel e.K., price lists and other documents appertaining to the offers are to be returned without delay. Copying or disclosure to third parties is not permitted.

### **3. Payment**

Delivery is made on account. After the invoice has been issued, the invoice amount is to be paid immediately without deduction, unless another agreement has been concluded individually or campaign-related. After the expiry of this period, the customer will be in default of payment. The



payment is to be made non-cash to a business account of ck-pharma-grosshandel e.K. to be specified on the invoice. The employees of ck-pharma-grosshandel e.K. are not authorised to collect. Exceeding the payment goals triggers the dunning procedure. If payment by SEPA direct debit is agreed, the advance notice period amounts to at least one working day, subject to individual agreements. The advance notice takes place via invoice or payment advice.

Payments are due without deduction.

In respect of suspension of payments or an application for the opening of insolvency proceedings, the total claim of ck-pharma-grosshandel e.K. is immediately payable. In respect of a lack of or insufficient information on creditworthiness, in special cases ck-pharma-grosshandel e.K. will deliver against payment in advance.

#### **4. Prices and Discounts**

The relevantly agreed prices apply. If there is no price agreement, the Lauer-Taxe ® or the mg prices shall apply on the day of delivery. These are always net prices on the day of delivery plus Value Added Tax at the relevant, applicable rate. It will be separately identified at the applicable rate.

Packaging and transportation costs can be invoiced separately. Discounts or individual delivery terms and conditions shall be specified as a special agreement between ck-pharma-grosshandel e.K. and the customer. The granting of a graduated price presupposes the definitive purchase of the agreed graduated quantity in the agreed period for the customer's own account.

#### **5. Release of Security**

If the value of the security exceeds the claims of ck-pharma-grosshandel e.K. against the customer by more than 20%, ck-pharma-grosshandel e.K., at the request of the customer, must release at its discretion the security to which it is entitled to the extent exceeded.

#### **6. Offset and Right of Retention**

Offsetting against the claims of ck-pharma-grosshandel e.K. is only permissible if the claims of the customer are uncontested or established in law. A right of retention by the customer is excluded, unless their counterclaims originates from the same contractual relationship and is uncontested or established in law.

#### **7. Reservation of Title**

The goods remain the property of ck-pharma-grosshandel e.K. until complete settlement of all claims against the customer, including from earlier or later transactions. The customer is entitled to dispose of the goods in the proper course of business. The customer is obliged on their part to agree a retention of title, if the goods subject to retention of title are not paid for immediately when resold. With immediate effect, the customer assigns to ck-pharma-grosshandel e.K. the purchase price claims up to the amount of its claims against them. ck-pharma-grosshandel e.K. is entitled to disclose the assignment and the right of retention to third parties and to demand payment or return to ck-pharma-grosshandel e.K. as soon as the customer is in default of payment of a secured claim.

On request, the customer is to issue the information required for this without delay and to hand over the documents required as evidence. Vis-à-vis third parties, who want to make claims against the goods, in particular in respect of enforcement measures, the customer must indicate the right of retention or the assignment of the claim and also inform ck-pharma-grosshandel e.K. of these facts and to issue to it the information required to protect its rights and to hand over the documents required as evidence.

If the customer acts contrary to the contract, in particular in respect of default of payment, ck-pharma-grosshandel e.K. is entitled to take back the goods delivered. In the taking back of the goods by ck-pharma-grosshandel e.K. there is no withdrawal from the contract, unless ck-pharma-grosshandel e.K.



declares this explicitly in writing. After taking back the goods, ck-pharma-grosshandel e.K. shall be entitled to dispose of the goods. The proceeds of disposal, less reasonable disposal costs, are to be credited against the liabilities of the customer. The customer undertakes to handle the goods with due care and attention. In particular, the customer undertakes to insure these, at their own cost, against damage and loss, sufficient for the relevant value. In the event of attachments or other interventions by third parties, the customer must inform ck-pharma-grosshandel e.K. in writing without delay, so that it can file a lawsuit in accordance with Section 771 of the Code of Civil Procedure [ZPO]. If the third party is not in a position to reimburse the court or out-of-court costs of a lawsuit under Section 771 of the Code of Civil Procedure, the customer shall be liable for the losses incurred by ck-pharma-grosshandel e.K.. The customer is entitled to resell the delivery goods in the proper course of business.

However, in respect of all claims in the amount of the sum total of the invoices, including VAT receipts, which the customer accrues from reselling to their customers or third parties, are now assigned to ck-pharma-grosshandel e.K.. The customer shall retain the right of recovery of the debt even after assignment of the claim. The power of ck-pharma-grosshandel e.K. to collect the debt itself, remains unaffected by this. However, ck-pharma-grosshandel e.K. undertakes not to collect the debt as long as the customer meets their payment obligations from the agreed proceeds, is not in default of payment and, in particular, has not made an application for the opening of insolvency proceedings or there is a suspension of payments. However, if this is the case, ck-pharma-grosshandel e.K. can demand that the customer discloses the assigned claims and their debtors, provides all information necessary for collection and hands over the associated documents to ck-pharma-grosshandel e.K. or informs the debtor (third party) of the assignment.

## **8. Dispatch, Transfer of Risk, Packaging**

As a rule, deliveries from the business seat of ck-pharma-grosshandel e.K. are agreed. The delivery takes place ex-stock with notification of selection and readiness to deliver. ck-pharma-grosshandel e.K. reserves the right to itself specify the method of dispatch, the shipping company and, if applicable, the insurance. Especially desired methods and types of dispatch are to be notified in writing at the time of ordering to ck-pharma-grosshandel e.K.. It is also possible to make notification verbally with subsequent written confirmation.

Insofar as nothing else has been agreed in writing, dispatch shall take place uninsured, at the risk and expense of the customer, including any returns. Upon leaving ck-pharma-grosshandel e.K. warehouse the risk is transferred to the customer. At the wish of the customer, relevant insurance will be taken out, which will then be subject to payment by the customer.

The customer must maintain facilities that will ensure that access by unauthorised persons to the goods delivered is excluded. The delivery containers, which still belong to ck-pharma-grosshandel e.K., are to be handled with care and returned without delay.

If the delivery is delayed for reasons caused by the customer, the date of reporting the readiness to deliver shall be regarded as the date of delivery.

## **9. Returns and Credit Notes**

Regardless of their warranty rights, the customer has the opportunity to return the goods ordered to ck-pharma-grosshandel e.K.. The prerequisites for this are regulated in the separate return regulations which ck-pharma-grosshandel e.K. will send to the customer upon written, electronic or telephone request. The return regulations can also be viewed at [www.ck-pharma.eu](http://www.ck-pharma.eu).

## **10. Warranty**

The warranty rights of the customer presume that they have met the requirement, as stipulated in Art. 377 of the German Commercial Code [HGB], to inspect the goods and/or to give notice of defects. ck-pharma-grosshandel e.K. shall initially perform its warranty obligations for material defects by supplementary performance, which, at the discretion of ck-pharma-grosshandel e.K., will be by rectification or subsequent delivery. If the supplementary performance is unsuccessful, the customer,



at their discretion, can demand a reduction in the purchase price or, if the defect is not insignificant, withdraw from the contract.

Any claims for compensation because of defects are restricted in the following Number 11. All the claims of the customer because of a defect become time-barred one year after delivery of the goods. This does not apply if ck-pharma-grosshandel e.K. has maliciously concealed the defect.

## **11. Liability**

The liability of ck-pharma-grosshandel e.K. for a breach of contractual duties, on the basis of a liability for material defects or under tort is restricted to intent and gross negligence as well as to compensation for the typically occurring damage. This does not apply to injury to life, limb and health, claims due to breaches of cardinal obligations and compensation for damages relating to delay (Art. 286 BGB). In this respect, ck-pharma-grosshandel e.K. is liable for every level of guilt. If it involves damages which do not result from injury to life, limb and health, ck-pharma-grosshandel e.K. is liable only for the typically occurring damages. The provisions under the Product Liability Act and the Medicines Act remain unaffected.

Further claims by the customer, irrespective of the legal grounds, are excluded. If the liability of ck-pharma-grosshandel e.K. is excluded or restricted, this also applies to the personal liability of the employees, workers, personnel, legal representatives and vicarious agents.

## **12. Delivery Times and Periods of Grace**

The delivery takes place by agreement. Part deliveries are also permissible and do not trigger a default by ck-pharma-grosshandel e.K.. Insofar as there is a duty to cooperate for the customer, the period does not begin prior to the fulfilment of this duty. ck-pharma-grosshandel e.K. is also entitled to deliver before a possible agreed delivery time. If ck-pharma-grosshandel e.K. confirms an order or delivery time, this confirmation is subject to the reservation that it itself is supplied on time and correctly. Delivery problems which ck-pharma-grosshandel e.K. did not itself cause and for which it is thus not responsible, such as, for example, force majeure, operational disruptions, lack of raw materials, transport problems, legal or official restrictions, release ck-pharma-grosshandel e.K. from delivery for the duration and extent of the problem. ck-pharma-grosshandel e.K. is entitled to withdraw from the contract if the problem is anticipated to last for more than a month.

If a good is not deliverable, the relevant information shall be forwarded to the customer without delay. After setting a suitable period of grace, the customer is entitled to withdraw from the contract if they no longer have an interest in the contract being fulfilled because of the delay. Setting a deadline in the cases named in the law (Article 323, Paragraphs 2 and 4, Article 326, Paragraph 5, BGB) is not necessary. A claim for compensation or reimbursement of expense is excluded. If asserting the rights of the customer presupposes setting a suitable period of grace, this shall amount to at least one month. Priority is given to the periods which were agreed according to the individual case and deliverability of the relevant good.

## **13. Data Protection**

ck-pharma-grosshandel e.K. processes and saves the customer data known to it if this is useful and necessary as well as statutorily prescribed for the continued business relationship. The customer continues to be responsible for adherence to the provisions of the Data Protection Act and other provisions about data protection and can satisfy themselves of the technical and organisational measures undertaken by ck-pharma-grosshandel e.K. (Article 11, Paragraph 1, of the German Federal Data Protection Act [BDSG]). The obligations to those affected as well as their rights relate exclusively to the customer. ck-pharma-grosshandel e.K. is subject to the German Federal Data Protection Act [BDSG]. It is thereby obliged to observe the principles of proper data processing and to monitor adherence to it. Upon a request from the customer, ck-pharma-grosshandel e.K. shall hand over an overview of the processes used and of the persons entitled to access for inspection. Only data that directly serves fulfilment of the contract shall be collected, processed and used (Art. 11, Para. 3, BDSG). The data can be viewed by the customer. In accordance with the German Federal Data Protection Act, a data protection officer is to be legally effectively appointed at ck-pharma-grosshandel



e.K.. In the processing of personal data, ck-pharma-grosshandel e.K. undertakes only to deploy personnel who are obliged to data confidentiality under Art. 5 BDSG and who have been instructed in the regulations of the German Federal Data Protection Act and other data protection law guidelines.

If ck-pharma-grosshandel e.K. is of the view that an instruction contravenes the BDSG or other data protection provisions, this is to be pointed out to the customer without delay. The same applies vice versa. In the context of the contract, upon the request of a party, the persons entitled to give instructions and provide control of the other party are to be named.

ck-pharma-grosshandel e.K. shall immediately inform the customer of any data protection-relevant problems and irregularities, especially in respect of a justified suspicion of data protection contraventions, and in respect of relevant audit results by supervisory authorities and/or other institutions if these relate to the data of the customer or if their service activities are involved. The same applies vice versa.

#### **14. Duty of Confidentiality and Non-Disclosure Agreement**

In order to ensure the confidentiality of the documents and data, price lists and other documents and products required for handling the transactions, both parties undertake to adhere to the following guidelines:

Permanent strictest secrecy about the confidential information of which they become aware in the context of the collaboration is agreed.

Confidential information is used exclusively to prepare and implement activities in the context of the collaboration and shall not be forwarded to third parties without the explicit agreement of the affected enterprise.

The confidential information made available in writing or electronically is to be returned by the parties on request to the relevant creator and the information is to be deleted from all data carriers, whereby the above obligations are to be adhered to even after their applicability. Both parties shall ensure that a forwarding of the confidential information and documents by employees and advisors possibly enabled by them only takes place if the applicability of this non-disclosure agreement is confirmed by them, including in this legal relationship or they themselves enter into or have entered into a non-disclosure agreement to this extent. Confidential information and documents in this sense are all economic, technical, financial or other information, in particular the agreed prices, disclosed between the enterprises in whatsoever form.

A breach has conventional and contractual penalty consequences. Not confidential is such information that is already generally known or generally known without violation of the above points or made known by third parties without violating a confidentiality obligation. The current declaration is effective up to the expiry of two years after the cessation of the contractual relationship. The customer agrees to the storage, processing and use of the stock data for the purpose of fulfilling the contract.

#### **15. Place of Fulfilment and Place of Jurisdiction**

The place of fulfilment for all obligations from the business relationship is Owingen. The exclusive place of jurisdiction is Überlingen, if a place of jurisdiction agreement can be concluded from a legal point of view with the customer. The laws of the German Federal Republic shall apply exclusively.

#### **16. Final Provisions, Effectiveness/Partial Ineffectiveness**

If individual provisions of the above provisions are or become ineffective, the effectiveness of the other provisions shall not be affected by this. Should a provision be void or invalid, the other provisions shall remain valid. Invalid provisions are to be replaced by such that correspond most closely economically in a legally effective way to the meaning and valid provision. The same applies to any gaps.