1. General

1.1 These GTC shall apply exclusively also with regard to legal transactions concluded in future between the Contractor and GBO, even if, in an individual instance, no specific reference is made hereon. Any arrangements (amendments, additions) derogating from or excluding these GTC shall only be valid with regard to the legal transaction in question in respect of which such arrangements are confirmed by GBO in writing. The Contractor acknowledges that the data about itself contained in the purchase order shall be subject to automated processing by GBO for purposes of accounting, and for supplier documentation. GBO’s Data Privacy Statement at https://www.gbo.com/en_GB/data-privacy.html shall apply to these GTC.

1.2 These GTC shall apply exclusively also with regard to legal transactions concluded in future between the Contractor and GBO, even if, in an individual instance, no specific reference is made hereon. Any arrangements (amendments, additions) derogating from or excluding these GTC shall only be valid with regard to the legal transaction in question in respect of which such arrangements are confirmed by GBO in writing. The Contractor acknowledges that the data about itself contained in the purchase order shall be subject to automated processing by GBO for purposes of accounting, and for supplier documentation. GBO’s Data Privacy Statement at https://www.gbo.com/en_GB/data-privacy.html shall apply to these GTC.

1.3 GBO may amend these GTC at any time in its absolute discretion.

2. Offer and placing of orders

2.1 Any order or purchase request placed by the Contractor must be complete, conclusive and describe the Deliverables, the quantities and price. Any quote or estimate provided by the Contractor shall represent an offer to supply Deliverables. Only if GBO has placed an order on the Deliverables and this order has been accepted and binding on GBO. GBO’s quotations, cost estimates, plans, test certificates for technical equipment and all other documents of the Contractor shall be provided free of charge and shall be incorporated in these GTC.

2.2 The pricing regarding Deliverables charged by weight shall be based on the net weight excluding packaging/packaging materials (e.g. pallet cages, pallets, packaging sleeves, etc.).

2.3 If Contractor’s confirmation of an order deviates from the contents of the order, express reference must be made to such circumstances. Written consent of GBO must be obtained, otherwise the confirmation is not binding.

3. Prices, payment terms and invoicing

3.1 The prices stated in the order and agreed with the Contractor shall be fixed prices. Any changes to prices during the agreed delivery period shall be void, even in the case of blanket orders. GBO does not acknowledge and expressly excludes any price escalation clauses.

3.2 Prices do not include statutory value added tax or other (transaction) taxes, customs duties, fees or other tax of any kind. Changes in tax law or other changes in circumstances shall not grant entitlement to impose a retrospective price increase. Any withholding tax to be borne by GBO shall in all cases be borne by the Contractor. Invoices shall be issued no later than the earlier of the delivery or billing date, article number and all such data as GBO uses to identify its order in detail. Regarding blanket orders, the Contractor shall also refer a delivery to the respective date of receiving the order by GBO.

3.3 GBO may at any time request proof of the delivery by a certificate to GBO.

3.4 GBO reserves the right to refuse to accept goods which are not delivered in accordance with these GTC. GBO shall be entitled to reject such goods in full if the components are not delivered or the delivered amount deviates from the delivery package. In such case, the Contractor shall be responsible for any expenses of handling and storage.

3.5 If invoicing of Work shall be agreed based on hourly rates, travel and waiting times, as well as travel expenses, shall not be remunerated.

3.6 Invoices shall be issued after delivery. If the work has been fully performed.

3.7 Unless otherwise agreed in writing, payments shall be made, within 30 (thirty) days, from receipt of invoice, but not before receipt of delivery or formal acceptance of the Deliverables, if applicable, within the agreed upon delivery terms; this date shall be deemed the date GBO issues payment instructions. Payment itself shall be executed in the payment run following the due date, which takes place at least once a month. The payment shall be deemed on time, if payment is made in the payment run immediately following the relevant invoice’s due date.

3.8 GBO may effectuate payment by way of offsetting against counterclaims of GBO, which shall be credited to Contractor in writing. The Contractor shall not be entitled to sub- contract, transfer, novate or assign claims and any rights arising from this GTC to a third party. GBO may at any time, without limit, set off, transfer, novate, sell or assign any rights without GBO’s prior written consent. Any such transfer, assignment or sub-contract, in whole or in part, shall be void and null.

4. Delivery

4.1 The agreed delivery and performance deadlines shall be binding. The delivery or performance period starts on the order date and time for delivery or performance or payment; if in doubt, the order date and time shall apply. Delivery or performance prior to the agreed deadline, or partial delivery, shall only be permitted if prior written consent is given by GBO. In such case, the Contractor shall notify GBO of the date and time of delivery or performance of the Work, as well as the amount of the Work for delivery or performance, in advance, in order to enable GBO to adjust its business planning accordingly. If delivery or performance is not carried out by the agreed deadline, or if delivery or performance is not carried out, GBO shall be entitled to impose or incorporate, or may be implied by trade, custom, practice or in the course of dealing. Any terms and conditions of sale of the Contractor and/or agreements derogating from these GTC shall only be valid with regard to the legal transaction in question in respect of which such arrangements are confirmed by GBO in writing. The written form required under the terms of these GTC shall also be fulfilled by way of e-mail.

4.2 If a delay in delivery of Goods or performance of Work is anticipated, then Contractor shall immediately inform GBO of the cause of the delay and the expected duration of the delay. Remedies in section 13 shall apply accordingly.

4.3 Delivery or performance prior to the agreed deadline, or partial delivery, shall only be permitted if prior written consent is given by GBO. In such case, the Contractor shall notify GBO of the date and time of delivery or performance of the Work, as well as the amount of the Work for delivery or performance, in advance, in order to enable GBO to adjust its business planning accordingly. If delivery or performance is not carried out by the agreed deadline, or if delivery or performance is not carried out, GBO shall be entitled to impose or incorporate, or may be implied by trade, custom, practice or in the course of dealing. Any terms and conditions of sale of the Contractor and/or agreements derogating from these GTC shall only be valid with regard to the legal transaction in question in respect of which such arrangements are confirmed by GBO in writing. The written form required under the terms of these GTC shall also be fulfilled by way of e-mail.

4.4 GBO reserves the right to decline the performance deadline but will inform the Contractor in writing thereof at the least (3) three weeks prior to the agreed delivery or performance date.

5. Packaging and shipping

5.1 The Contractor shall pack, label and ship the Deliverables in a suitable manner and at its own risk and expense. The Deliverables shall also apply without restriction to hazardous substances. Should GBO exceptionally assume the costs of packaging, according to written agreement, these costs shall be charged to the Contractor.

5.2 The Contractor shall observe all export regulations applicable in connection with a shipment and, in particular, that it shall obtain all requisite export licences on its own initiative and at its sole cost and expense.

6. Warranty and Conformity

6.1 The formal acceptance of Work shall take place following completion of the respective Work by way of countersignature by GBO on an acceptance report. In so far as Work can subsequently no longer be inspected, GBO shall inspect the written records of the Work. There shall be no implied formal acceptance as a result of silence, payment, or use.

7. Payments

7.1 If used in packaging, it must comply with the respectively applicable EU -pyrotechnic substances directive (94/25/EG).
11. Warranty, indemnification and liability

6.2 In so far as formal acceptance is required by government authorities, especially formal acceptance by recognized experts or official agencies, the Contractor shall arrange for the goods, works or services to be formally accepted by the Work by GBO, unless this performance is explicitly excluded from the scope of performance. Official certification by an issuing authority that Deliverables subject to official inspection are free from defects and meet formal requirements and that the goods, works or services shall be transmitted to GBO in due time before a formal acceptance of the Work by GBO.

7. Quality assurance

7.1 In order to ensure the conformity with the agreed quality, the Contractor undertakes to conduct all quality-control measures in accordance with the agreed specifications. The Contractor must undertake to conduct at least ISO 9001 or another comparable quality management scheme. The Contractor shall strive to implement continuous measures and practices for quality improvement which conform to said standards and practices or similar standards and practices and operate a quality assurance program which serves to identify, correct and prevent defects. In order to ensure quality, the Contractor shall, in particular, ensure that detailed records are kept e.g. regularly conduct inspections and tests; (ii) to conduct all quality-control measures in accordance with specifications and, in the absence of specifications, to apply customary industry standards and applicable laws; and (iii) to keep all relevant data with regard to the manufacturing process and the prevailing quality control procedures and quality standards in respect of the Deliverables and make them available to GBO as requested.

7.2 GBO has the right to inspect the Contractor's quality management system during normal business hours at the Contractor's place of business, subject to GBO providing the Contractor with written notice at least 5 (five) working days in advance; under no circumstances may Contractor use the inspection to justify any delay or prevent delivery of the Deliverables. Detailed records of inspection, documents and other data relating to the current manufacturing processes, quality-control procedures and quality standards of the Contractor shall be maintained by the Contractor and provided to GBO upon request.

7.3 The Contractor shall oblige its sub-suppliers to guarantee compliance with the same quality assurance measures and shall grant GBO the inspection rights set forth in clause 7.2 at GBO's request.

8. Records and audits

In line with generally-recognized accounting principles and practices, the Contractor shall keep and maintain all records relating to all matters concerning its contractual obligations. The Contractor shall retain such records for at least 7 (seven) years from the date of the last payment under the order to which such records serve to determine whether the Contractor has complied with its obligations under the applicable order. GBO and its authorized representatives shall be granted reasonable access to such records for the purposes of inspection and audit during normal business hours, and the Contractor shall provide GBO with all reasonable support.

9. Formal acceptance obligation and force majeure

Circumstances which are not foreseeable and are beyond the control of GBO or its sub-Contractors, which shall include, without limitation, the effects of war, riot, strikes, lock-outs, political disturbances, epidemics and pandemics, such as COVID 19 and disruptions in transport and operational disturbances in the sphere of GBO or its sub-contractors, ("Force Majeure"), shall release GBO from its obligation to accept delivery of Deliverables for the duration and to the extent of their effects. Notwithstanding, if parts or parts of Goods are rejected shall be considered instances of Force Majeure. In the event of Force Majeure, the Contractor has no claim for compensation or deduction or reimbursement of expenses incurred. Changes with regard to specification of the Deliverables - Changes with regard to composition of raw materials - Changes with regard to origin of raw materials which have an impact on the quality of the components and/or the quality of GBO's end product - Changes in relation to certification status - Changes regarding to packaging of the Deliverables.

In the event that the Contractor should be forced to make changes to components, particularly in regard to raw materials or suppliers of raw materials, packaging, manufacturing processes, location, capacity, improvements or extensions which could impact upon the form, suitability or function of the Deliverables or which could influence the specifications of the Deliverables, the Contractor shall notify GBO in writing thereof at least 12 (twelve) months in advance and shall prepare a change order. Such change order shall contain at least the following information:

- Detailed description of proposed changes to the Deliverables;
- Reason for the proposed changes;
- Date on which the proposed changes are to be made.

In so far as the changes are approved by GBO by way of corresponding confirmation, they shall be executed at the cost of the Contractor unless agreed otherwise.

11. Warranty, indemnification and liability

11.1 The Contractor represents and warrants that Deliverables:

11.2 The Contractor represents and warrants that Work:

11.3 In case the Contractor discovers defects in the Goods at any time (even after delivery), Contractor shall immediately notify GBO of such defects. Such notification shall be accompanied by all relevant data, such as in particular the nature of the defect and the effects thereof on the same.

11.4 Unconditional formal acceptance of the Deliverables does not waive Contractor's obligation to comply with the warranties set forth herein and GBO's rights in connection with defects.

11.5 The warranty period shall be 2 (two) years with effect from the date of transfer of risk. GBO shall be entitled to terminate the contract if the Contractor is in breach of its obligations under the contract for a period of more than 14 (fourteen) days.

11.6 If the Deliverables do not comply with the warranties and representations or GBO's requirements, if safeguarding rules or other protective provisions are not observed, or if the Deliverables have been delivered in a defective condition, then in this case the goods, works or services shall be transmitted to GBO immediately and at the latest within 10 (ten) working days.

11.7 In so far as the Contractor fails to fulfil its warranty obligations within the period stated in these GTC or otherwise within a reasonable period, GBO shall be entitled to remedy the defects itself or to arrange for third parties to remedy the same or in another manner. GBO may further claim compensation from the Contractor under GBO's own risk (e.g. in order to avoid production delays or interruptions), GBO shall be entitled to remedy the defects discovered at the cost of the Contractor without providing an extension of time to cure.

11.8 If defects cannot be remedied on site, transportation costs shall be borne by the Contractor.

11.9 The Contractor shall be under a duty to provide a complete and easily-comprehensible instruction manual for use in English and to keep all necessary documents of manufacture and maintenance. Further, the Contractor shall also provide a copy of the Deliverables documentation and other data with regard to the manufacturing process and the prevailing quality control procedures and quality standards in respect of the Deliverables and make them available to GBO as requested.

11.10 The representations and warranties set forth in 11.1 and 11.2 shall also apply if the Contractor installs or assembles the Deliverables at GBO's request. In such event, the warranty period shall commence upon formal acceptance by GBO in accordance with the written acceptance confirmation.

11.11 Contractor shall indemnify and hold GBO, its officers, directors, shareholders and employees harmless from any losses, expenses or damages, including, without limitation, reasonable legal fees, resulting from Contractor's violation of any applicable law or regulation.

11.12 Exclusions of liability of all kind, as well as limitations on liability on the part of the nature and extent of such product recall actions. GBO shall immediately inform the Contractor about the assertion of claims covered by the indemnity in this clause 11.14 and shall not make any payments nor acknowledge claims without referring to the Contractor. Further legal claims of GBO against the Contractor shall remain unaffected.

12. Changes to Deliverables

12.1 Changes requested by GBO GBO may at any time request a change to the Deliverables, which shall be implemented by the Contractor. If the change can be executed by the Contractor using the resources which the Contractor has already deployed in accordance with the contract between the two parties, this shall not have any impact on price; if the change has an impact on the agreed price or delivery date, the Contractor shall notify GBO accordingly in writing within 7 (seven) days. Upon receipt of the Contractor's written notice disclosing its cost calculation to GBO, the Contractor shall provide a modified offer, which GBO may accept or reject.

12.2 Changes requested by the Contractor

The Contractor shall not be entitled without GBO's express written consent to make any changes whatsoever to the Deliverables, in particular:

- Changes with regard to composition of raw materials;
- Changes with regard to origin of raw materials which have an impact on the quality of the components and/or the quality of GBO's end product;
- Changes in relation to certification status;
- Changes regarding to packaging of the Deliverables.

In so far as the changes are approved by GBO by way of corresponding confirmation, they shall be executed at the cost of the Contractor unless agreed otherwise.

13. Default and withdrawal

13.1 Without prejudice to the Contractor's right or remedy it may have, GBO shall be entitled to terminate a contract with immediate effect by giving written notice to the Contractor if the Contractor:

- initiates a material breach of its obligations under these GTC which is irremediable or which fails to be remedied within 14 days;
- commits, or any of its employees, agents or subcontractors commits any act which brings GBO into disrepute or which in GBO's reasonable opinion is prejudicial to its interests;
- undergains a control of the entity acquiring control is a competitor of GBO and for the purposes of this clause, "control" shall have the meaning given in section 1(2) of the Insolvency Act 1986;
- suffers any of the following events: (a) the passing of a resolution for winding up the business or a resolution for striking off the company; (b) the appointment of an administrator, receiver, administrative receiver; (c) an encumbrancer taking possession of any assets; (d) being unable to pay its debts; (e) being unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; or (e) ceasing to
In the event of delivery or performance being delayed or in breach of contract, other than in an event of Force Majeure or due to the fault of GBO, subject to any extension of time for delivery granted by GBO, GBO shall further be entitled to impose and the Contractor shall be deemed the responsible contracting party. For the avoidance of doubt, any approval of a sub-supplier granted by GBO shall not release the Contractor from its obligations in respect of any property rights of any type whatever in connection with any confidential information obtained directly or indirectly from GBO.

18. Confidentiality

The Contractor undertakes to maintain the confidentiality of all technical and commercial data relating to GBO which is disclosed directly or indirectly by GBO, including all information relating to plans, timetables, technical data, constructions, drawings and all information relating to the manufacturing, quality, design, intellectual property, plant and processes, employees, customers, suppliers and other persons with which GBO has a business association, in so far as the same is not already in the public domain or known to the Contractor without limitations to fulfil its obligations in relation to GBO under the contract.

19. Place of performance, place of jurisdiction and choice of law

19.1 Unless agreed otherwise in Section 4 of these GTC or any contract subject to these GTC, the place of performance for Deliverables supplied by the Contractor shall be the place of performance as stipulated by GBO.

19.2 Any dispute arising out of or in connection with these GTC and/or in connection with any contractual relationship between GBO and the Contractor subject to these GTC including in relation to its creation, validity, nullity, interpretation, performance and termination as well as its pre- and post-contractual effects ("Dispute") shall be settled by the arbitral courts of GBO. The choice of the arbitration tribunal with three arbitrators appointed in accordance with the said Rules. The seat of the arbitration shall be London. The language of the arbitration shall be English. For the avoidance of doubt, it is expressly agreed that the governing law of this arbitration shall be exclusively the Laws of England and Wales without regard of the conflict-of-laws rules. The decision and/or award rendered by the arbitrator(s) shall be written, final and non-appellate. The losing party shall bear all the costs of arbitration including the fees and expenses of the arbitrator(s) and, in particular, pay the costs of the successful party (in particular legal and expert fees).

19.3 These GTC, all contracts subjects to these GTC and any dispute, claim or obligation (whether contractual or non-contractual) arising out of or in connection with them shall be governed by the laws of England and Wales, without regard to its choice of law principles. Neither the United Nations Treaty on International Sale of Goods (CISG) nor any other national or future bilateral or international treaties shall be applicable.

20. Miscellaneous

20.1 All orders, transactions and call-offs, amendments and additions thereto and amendment of the underlying contract, including these GTC and this written-form clause itself, shall only be legally valid when in writing. This shall also apply with regard to any contractual terms and conditions.

20.2 Any order or contract between GBO and Contractor shall not establish any employment contract between the Contractor and GBO unless express written consent is given by the Contractor. For this reason, it is expressly agreed that the Contractor shall itself be responsible for all employer obligations imposed by the competent authorities regarding to any employment contract and/or terms of employment of the Contractor. Furthermore, GBO shall assume no liability for making payments such as wages, daily allowances, income tax, social-security contributions and insurance contributions. The Contractor shall fully indemnify and hold GBO harmless in this regard.

20.3 Each of the parties warrants to the other party that it duly complies with its obligations under all applicable data protection regulations.

20.4 All business correspondence shall be conducted exclusively with GBO’s purchasing department.

20.5 The Contractor is not entitled to sub-contract, transfer, novate or assign any claims to third parties arising out of or in connection with any contract with GBO without GBO’s prior written consent and any sub-contract, transfer, novation or assignment in violation of this provision is null and void.

20.6 In the event that any individual terms of the contract or of these GTC shall be legally invalid. If a provision of these GTC or of any contract subject to these GTC is an illegal, unfair or unjustified provision as a whole or in part, it shall not impair the validity of the remaining GTC, nor the validity or enforceability of any other provision of these GTC. The invalid provision shall be replaced in good faith with a valid, legal and enforceable provision the essence of which is as close as possible to that of the invalid, unenforceable provision.

20.7 In respect of the cooperation, the Contractor may only advertise the business cooperation and/or the business relationship that has been established by the written consent of GBO. This may be revoked at any time without reason and shall require the immediate deletion/cancellation of further use for any purpose without any entitlement to cost compensation.

20.8 No provision of these GTC is enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 within the UK. No single or partial exercise of any right or remedy by either party shall constitute a waiver of that right or any power or remedy arising under these GTC and for the avoidance of doubt, no notice to be given to a party under these GTC shall be in writing (which includes email) signed by or on behalf of the party giving it, and shall be delivered personally, or served by recorded delivery, to the address of the party set out in the Purchase Order. Either party may, by a notice given in accordance with this Section, change its address for the purposes of this Section. A notice shall be deemed to have been served: (a) at the time

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of delivery if delivered personally; or (b) 3 days after posting in the case of an address in the United Kingdom and 7 days after posting for any other address.

20.11 These GTC constitute the entire agreement and understanding of the parties with respect to the subject matter of these GTC and supersede any prior agreements, representations or arrangements between the parties (oral or written) in relation to such subject matter. Each party acknowledges that: (a) upon entering into these GTC, it does not rely, and has not relied, upon any representation (whether negligent or innocent), statement or warranty made or agreed to by any person (whether a party to these GTC or not) except those expressly set out in these GTC; and (b) the only remedy available in respect of any misrepresentation or untrue statement made to it shall be a claim for breach of contract under these GTC.