General Terms and Conditions for Sales (GTC)

1. General

1.1 With regard to all business relations of GBO pertaining to the supply of goods or services (both hereinafter referred to as "Deliverables") by GBO, the present GTC shall exclusively apply in all individual transactions, under no circumstances to the contrary. Even if the same have not been expressly contradicted. Deviations from these GTC intended by the Client shall only be valid when acknowledged in writing by GBO. These GTC explicitly apply for any purchase orders placed by the Client based on these GTC ("Purchase Orders"), contracts with the Client, and all transactions between the Client and GBO entered into in the future, even if these GTC are not referenced specifically in the newly concluded on a case-by-case basis.

1.2 All general sale offers (including price lists) by GBO are deemed an invitation to the Client to place a Purchase Order and shall be subject to confirmation by GBO in order to be binding. The Client shall not obligate GBO to make delivery. Client's Purchase Orders and any contracts with Client subject to these GTC shall become effective upon written confirmation or upon delivery of the Deliverables by GBO.

1.3 Any applicable Incentoms only become binding upon GBO once they have been concluded in writing. E-mails shall also be deemed to fulfill the written-form requirement.

1.4 Machinery, equipment and tools, as well as manufacturing resources, are the property of GBO, even if the Client has made a cost contribution thereto and the proposals and designs regarding the Deliverables to be manufactured originate from the Client.

1.5 Instructions in brochures, instructions for use, user manuals, and other product information provided by GBO ("Instructions") must be strictly followed. The instructions for use define a field of application for the Deliverables ("Intended Use"). Without prior written consent of GBO, Deliverables must not be used for the Intended Use and/or other Instructions. Furthermore, the Deliverables must not be combined with other products and/or substances. GBO hereby expressly warns against the use and/or handling of the Deliverables and/or combination with other products and/or substances without prior written consent of GBO. The Client is obliged to strictly adhere to the content of the documents made available to it and may not amend them, insofar as a contractual undertaking agreed, the Deliverables may only be used within such territory. The Client shall inform all further buyers (customers) or users accordingly. GBO shall not be responsible and does not assume any liability in respect of any incorrect and/or insufficient information concerning technical, functional, and/or use-optimizing aspects. The Client hereby agrees, the Deliverables may only be used within such territory. The Client shall inform all further buyers (customers) or users accordingly. GBO shall not be responsible and does not assume any liability in respect of any incorrect and/or insufficient information concerning technical, functional, and/or use-optimizing aspects. The Client hereby agrees, the Deliverables may only be used within such territory. The Client shall inform all further buyers (customers) or users accordingly. GBO shall not be responsible and does not assume any liability in respect of any incorrect and/or insufficient information concerning technical, functional, and/or use-optimizing aspects. The Client hereby agrees, the Deliverables may only be used within such territory. The Client shall inform all further buyers (customers) or users accordingly. GBO shall not be responsible and does not assume any liability in respect of any incorrect and/or insufficient information concerning technical, functional, and/or use-optimizing aspects. The Client hereby agrees, the Deliverables may only be used within such territory.

1.6 The Client unilaterally and irrevocably agrees to future amendments of these GTC.

2. Terms of delivery

2.1 Generally, the Incoterm DAP ("Delivered at Place"); Incoterms 2020 shall apply to deliveries. In case of transactions involving more than two parties, a written agreement on the terms of delivery shall be required. The Client hereby agrees, the Deliverables may only be used within such territory. The Client shall inform all further buyers (customers) or users accordingly. GBO shall not be responsible and does not assume any liability in respect of any incorrect and/or insufficient information concerning technical, functional, and/or use-optimizing aspects. The Client hereby agrees, the Deliverables may only be used within such territory. The Client shall inform all further buyers (customers) or users accordingly. GBO shall not be responsible and does not assume any liability in respect of any incorrect and/or insufficient information concerning technical, functional, and/or use-optimizing aspects. The Client hereby agrees, the Deliverables may only be used within such territory. The Client shall inform all further buyers (customers) or users accordingly. GBO shall not be responsible and does not assume any liability in respect of any incorrect and/or insufficient information concerning technical, functional, and/or use-optimizing aspects. The Client hereby agrees, the Deliverables may only be used within such territory. The Client shall inform all further buyers (customers) or users accordingly. GBO shall not be responsible and does not assume any liability in respect of any incorrect and/or insufficient information concerning technical, functional, and/or use-optimizing aspects. The Client hereby agrees, the Deliverables may only be used within such territory. The Client shall inform all further buyers (customers) or users accordingly. GBO shall not be responsible and does not assume any liability in respect of any incorrect and/or insufficient information concerning technical, functional, and/or use-optimizing aspects. The Client hereby agrees, the Deliverables may only be used within such territory.

2.2 During the duration of force majeure events (e.g. COVID-19 pandemic), statements of GBO in connection with transport costs (especially the amount of transport costs) are not binding.

2.3 GBO may deliver, for reasons of packaging, up to 2% (two percent) more or less of the quantity ordered without being in breach of contract. In such event, the quantity actually delivered shall be charged.

2.4 In case GBO does not deliver in time, the Client must set a reasonable cure period for the delivery. In case of a cure period not being set or not being fulfilled, GBO must cancel the contract subject to these GTC. During the duration of force majeure events (e.g. COVID-19 pandemic), statements of GBO about delivery dates as well as dates in general are not binding and are not to be understood as a liability to default based on gross negligence or willful misconduct. If the Client refuses acceptance on the due date, in particular if the Incoterm clause FCA applies to the delivery in question and no carrier accepts from the delivery at the agreed delivery time, it shall nevertheless make full payment of the purchase price. In such instances, GBO stores the Deliverables at the risk and expense of the Client; at Client's request, GBO shall insure the Deliverables at Client's expense. Upon Client’s failure to accept the Deliverables within 14 (fourteen) days of GBO’s offering, GBO is entitled to rescind the contract or claim damages for non-fulfillment.

2.5 In the event that GBO shall for a temporary period or over the long term find it impossible to fulfill its duty of performance for reasons outside the control of GBO, in particular due to strikes, lock-out or industrial disputes, epidemics, pandemics, natural catastrophes, interruption of production in GBO’s factories or at the facilities of GBO’s suppliers or subcontractors, or in case of default of GBO’s suppliers or subcontractors, governmental import or export restrictions, or other sovereign measures not attributable to GBO (force majeure) and beyond the control of GBO, the delivery period shall be automatically extended for the duration of such disruption. Delays in the performance of GBO resulting from the COVID-19 pandemic shall be qualified as acts of force majeure. If such disruption shall last for longer than 14 (fourteen) days, both parties shall be entitled to cancel the contract subject to these GTC. In this event, the Client shall not be entitled to claim damages and GBO is discharged from its duty to perform.

2.6 GBO shall be entitled to make partial deliveries and render partial services as far as GBO makes reasonably obvious improvements by the delivery.

2.7 In case of imminent consequences under civil or criminal law due to the delivery of the Deliverables, GBO is entitled at any time to suspend deliveries or cancel them completely.

2.8 GBO is not bound to any future delivery obligation due to the one-time or continuous delivery of Deliverables to the Client.

3. Transfer of risk

3.1 The risk of loss passes to the Client according to the Incoterm individually agreed upon. The loss or damage to the Deliverables after the risk has passed to the Client shall not relieve the Client from the obligation to pay the purchase price. If dispatch or shipment is delayed for reasons for which the Client is responsible, the risk of loss shall pass to the Client. If the Client fails to comply with the Client’s places of storage or those of third parties in order to repossess the Deliverables.

3.2 The Client shall not be entitled to use or lend the Deliverables as collateral.

3.4 The Deliverables to which title is held by GBO is not bound to any future delivery obligation due to the one-time or continuous delivery of Deliverables to the Client.

4. Retention of title

4.1 GBO shall retain title to the Deliverables until full payment of invoice amounts (retention of title).

4.2 Until transfer of title, the Client shall hold the Deliverables in safekeeping on behalf of GBO. It shall store the Deliverables in a due and proper manner against its own expense and protect and insure the Deliverables against destruction and deterioration. In the event of payment default, GBO shall be entitled without setting a further extension of time to withdraw from any contract subject to these GTC and to claim return of the Deliverables as well as all other damages and expenses incurred after the risk of loss has passed shall be payable by the Client.

5. Prices, payment terms and invoicing

5.1 Unless otherwise agreed in individual cases, all prices and charges are net prices exclusive of any statutory Goods & Service Tax (GST), as well as exclusive of packaging surcharges, transport costs and any processing fees that may be incurred.

5.2 The purchase price is in principle the price set by GBO, or if the price has not been set, the price stated in the current price lists of GBO, as valid at the time of the Purchase Order.

5.3 The GST Number of GBO is 24AECG0510A12N.

5.4 The Client shall be liable for all additional tax payments resulting from incorrect information on the delivery. Any incorrectness in the information provided by the Client shall be reimbursed by the Client.

5.5 GBO shall not be liable for future tax/legal changes; taxes and duties resulting from such tax/legal changes shall be borne by the Client. The Client must ensure that these taxes are reported and paid in the manner prescribed by the tax authorities.

5.6 GBO shall be at free to transmit invoices either by post or electronically (e.g. via email).

5.7 Within the framework of an ongoing business relationship, GBO reserves the right to raise the price of the Deliverables as is necessary based on general price changes beyond GBO’s control (such as exchange-rate fluctuations, currency regulations, customs changes, a significant rise in costs of materials and manufacture).

5.8 Invoice amounts shall be paid within 30 (thirty) days from date of invoice by way of transfer to GBO’s account, free of any charges and fees, unless otherwise agreed in writing.

5.9 If the Client wishes to make cheque payment, this shall be agreed in advance with GBO.

5.10 All payments shall be made without any risk and expense. Client’s payment obligation is fulfilled with payment irrevocably, unconditionally and in due time credited to GBO’s account.

5.11 Retention or offsetting by the Client based on any counterclaims whatsoever is prohibited.

5.12 In the event of payment default and/or deterioration in the Client’s credit rating, notwithstanding any further rights of GBO, GBO shall be entitled to (i) cancel the contract subject to these GTC or suspend further deliveries to the Client; (ii) shorten the Client’s payment period; (iii) demand payment in advance; (iv) request security in the value of the delivery; or (v) sequester default interests in the sum of 9% per annum provided GBO does not incur higher costs for obtaining credit. Furthermore, the defaulting Client shall bear all expenses related to the collection and recovery of the outstanding invoice amounts.

6. Intellectual property

6.1 The Client acknowledges that the Deliverables are the intellectual property of GBO. GBO reserves all rights to the intellectual property, in respect of the Deliverables (manufacturing processes); (ii) filling and utilization processes; (v) know-how, inventions and improvements; and (vi) copyrights, intellectual property rights and applications for intellectual property rights. Unless separately agreed in writing for a clearly defined use, GBO does not grant any rights or licenses to the intellectual property of GBO to the Client. The Client hereby agrees, that no part of the Deliverables, GBO to use them outside the Intended Use and/or other Instructions, to modify them, to apply them or to include trademarks of GBO into its (registered) corporate name without the explicit written permission of GBO.
7. Warranty

7.1 Unless otherwise agreed in writing, the Deliverables shall conform with a contract subject to these GTC: (i) it is suitable for a particular purpose of which GBO is expressively informed upon conclusion of contract and GBO has confirmed the same in writing; (ii) it possesses the features of an article which GBO or the Client have presented by way of sample or specification; and (iii) it is suitable for the purposes for which a Deliverable of the same type is usually used.

7.2 GBO shall not be liable for the Deliverables if, upon formation of the contract the Client knew or should have known of such a defect or material breach.

7.3 GBO shall not be liable for any use of the Deliverables outside of the Intended Use and/or its instructions.

7.4 The warranty period shall be the shell life of the Deliverables, but no longer than 2 (two) years upon delivery (transfer of risk to the Client in accordance with the agreed Incoterm).

7.5 GBO does not warrant that the Deliverables are free of third parties’ intellectual property rights and/or do not infringe third parties’ rights. GBO shall not be liable for any costs, damages, expenses, fines, liabilities, losses, penalties, including any litigation expenses and attorney’s fees related to an infringement (alleged or in fact) of third parties’ intellectual property rights through any use of the Deliverables.

7.6 The Client must immediately, upon receipt of delivery as per Section 7.4 inspect the Deliverables or have it inspected. The Client has no claim for damages for non-conforming deliveries if it fails to notify GBO immediately after it has or should have discovered the non-conformity or defect, specifying the nature of the contractual breach. The Client shall notify GBO within 3 (three) months upon delivery as per Section 7.4 about a non-conformity or defect or otherwise forfeit its rights.

7.7 In case of delivery of non-conforming Deliverables, the Client shall provide GBO a reasonable cure period to fulfill its duties.

7.8 In the event that GBO is not willing or able to fulfill its duties, the Client may: (i) reduce the price in the same proportion as that by which the value of the Deliverables at the time of delivery compares with the value of the contractual Deliverables would have had at the same time; (ii) withdraw from the contract if the Client took reasonable steps to support GBO. However, if GBO remedies a defect in fulfillment of its duties, or if the Client refuses to accept fulfillment by GBO, the Client may neither reduce the price nor withdraw from the contract which is subject to these GTC. Moreover, the Client shall lose the right to declare rescission of the contract subject to these GTC or to claim substitute delivery from GBO if it is unable to return the Deliverables in the same condition as in which it was received by the Client.

8. Vigilance Reporting System for Distributors of Medical Devices (applicable only if the Client is also a GBO Dealer)\(^{(1)}\)

8.1 The Vigilance Reporting System for Distributors of Medical Devices aims at ensuring the protection of health and safety of patients and users.

8.2 In case of an incident, the Client shall be under a duty to inform GBO immediately thereof. The Client shall be responsible for taking further action and, in the course thereof, is also under a duty to report the incident to the competent authorities in accordance with applicable regulations.

8.3 The Client shall comply with the instructions of GBO.

8.4 In case of a notifiable incident concerning GBO’s products, the Client may only communicate with the competent authorities with GBO’s prior written consent. The Client shall keep GBO regularly informed of any direct contact with authorities.

9. Vigilance Recall System for Medical Devices (applicable only if the Client is also a GBO Dealer)\(^{(1)}\)

9.1 The Client is aware that GBO is under a duty to be able to trace individual Deliverables including those sold to the Client’s customers (users). The Client shall be under a duty to keep records enabling GBO to trace individual products sold to the Client. The Client shall maintain at its own costs a system of log books or electronic files to support GBO in identifying at the time of all location of individual Deliverables or the customers of such Deliverable. Such obligation is not affected by the termination of the contract subject to these GTC.

9.2 GBO shall initiate a product recall if there is a risk that the use of the Deliverables could result in death, serious bodily injury or impairment of health of a user.

9.3 The Client shall be responsible for informing its customers of relevant recall procedures as provided by GBO.

9.4 Client’s customer shall confirm the receipt and acknowledge the information provided via fax or e-mail to the Client within a period of 10 (ten) days. Otherwise, the customer must be informed again by the Client.

9.5 The Client shall collect such confirmations and deliver the same to GBO.

10. Liability

10.1 GBO shall be liable for its own fault and for the fault of its vicarious agents. Liability based on minor negligence shall be precluded unless the related sales are catastrophic claims arising from causation of death, physical injury and/or damage to health.

10.2 GBO’s liability in relation to the Client in respect of all claims under any contract subject to these GTC, whatever the legal grounds thereby, and without regard to the jurisdiction in Section 10.1, shall be limited to the purchase price of the Deliverables or – in so far as this shall not be possible on the basis of statutory provisions – a maximum of the simple total of GBO’s business liability insurance, whereby this shall not exceed INR 2,000,000.00 (INR two million).

10.3 Under no circumstances shall GBO be liable (whether on the basis of contractual liability, liability based on minor negligence, or other liability) for: (i) the Client’s losses; and/or (ii) indirect losses or consequential losses; and/or (iii) costs, damages, expenses, fines, liabilities, losses, penalties, including any litigation expenses and attorney’s fees resulting from an infringement (alleged or in fact) of third parties’ intellectual property rights or rights in connection with the use of the Deliverables; and/or (iv) damages resulting from changes the Client made to the Deliverables or to items concerning the Deliverables (e.g. Instructions), which deviate from the Intended Use and/or other Instructions, irrespective of whether the Client, part or parties of third parties, have attempted to avoid such losses, and the same were incurred by the Client in connection with the said contract and/or fulfillment thereof.

10.4 The Client shall fully indemnify, defend and hold harmless GBO and its affiliates (including their officers, directors, stockholders, agents, servants, employees, representatives and/or subcontractors) (“GBO”) from and against any and all actions, allegations, claims, causes of actions and/or demands by a third party against any GBO Indemnities resulting from:

a. from changes to the Deliverables or to items concerning the Deliverables (e.g. Instructions), which deviate from the Intended Use and/or other Instructions and/or

b. from a combination of products outside the Intended Use and/or any other Instructions (both and, b. a. a “Client Claim”);

ii) any and all actions, allegations, claims, causes of actions and/or demands by a third party arising out of the Client Claim;

iii) any and all actions, allegations, claims, causes of actions and/or demands by a third party against any GBO Indemnity arising if GBO produces the Deliverables in accordance with specifications, drawings, specimen or other documents provided by the Client which infringe rights, in particular intellectual property rights of others, including any litigation expenses and attorney’s fees caused by the Client as described in Section 10.4; (a “Client Claim”);

iv) all costs, damages, expenses, fines, liabilities, losses, penalties, including any litigation expenses and attorney’s fee, arising from or related to a Client Claim;

v) any and all items, services, support, consulting or otherwise connected with the use of the Deliverables or to items concerning the Deliverables (e.g. Instructions) provided to the Client and/or the third parties.

11. Confidentiality

11.1 All information disclosed by GBO within the framework of a contract subject to these GTC shall be deemed confidential unless, at the time of disclosure, it is expressly identified as non-confidential or at the Client’s request shall make advance payments for anticipated reasonable attorney’s fees and legal costs of preparation, defense, investigation and proceedings. The liability of the Client shall also include the costs for out-of-court dispute settlement attempts and in any case reasonable costs of legal representation; and

v) any costs or expenses, including any attorney’s fees and litigation costs and expenses, incurred by a GBO Indemnitee to (1) defend a Client Claim (but only to the extent Client does not timely assume the defense thereof) and (2) enforce Client’s defense and/or indemnification and hold harmless obligations under this section, which amounts shall be deemed to arise from and relate to a Client Claim.

11.2 In the event that GBO shall have authorized the Client to use the Deliverables for, or as a reference customer up to the revocation is not affected

12. Compliance (applicable only if the Client is also a GBO Dealer)\(^{(1)}\)

12.1 The Client undertakes at all times during the contractual relationship with GBO to comply with the Greiner Code of Conduct for Suppliers and Business Partners, https://www.gbo.com/intermediates/documentation/Greiner-Code-Of-Conduct-For-Suppliers-and-Business-Partners-ENG.pdf, as amended, plus all applicable laws and provisions, in particular the US Foreign Corrupt Practices Act of 1977 (as amended), as well as the applicable laws and provisions of the applicable local law. The Client, or those persons acting in its name, in particular executives, employees or representatives, shall make or offer improper payments or gifts in either direct or indirect form to third parties, including their employees or executives, or to public officials or representatives of a governmental agency or authority or those of a political party or a candidate of the latter. The Client undertakes that its own vicarious agents/partners shall comply with comparable principles to those of the Greiner Code of Conduct.

12.2 The Client is aware that some territories, legal entities and/or natural persons are subject to sanctions and/or embargoes under various jurisdictions such as, e.g., US law (secondary sanctions, national law). The Client is obliged to (i) conduct sufficient due diligence and closely monitor its customers at all times and (ii) to ensure by means of adequate standards that it does not supply Deliverables to legal entities, natural persons and/or territories subject to applicable sanctions and/or embargoes or (iii) otherwise act in violation of applicable sanctions and/or embargoes in a manner that would expose the Client and/or GBO to potential export or sanctions penalties.

12.3 GBO reserves the right to audit the Client at any time during business hours further to prior written notice to verify compliance to the terms of the said Code of Conduct and all applicable laws and rules.

12.4 In the event of non-compliance, GBO reserves the right to terminate the contract subject to these GTC at any time and with immediate effect through written notice to the Client.

13. Miscellaneous

13.1 The Client grants GBO, as well as all affiliated companies of GBO, the right to name the Client’s name, trade mark and/or reference customer up to the revocation is not affected by the revocation of the consent. GBO will remove, under consideration of their legitimate interests, as far as economically reasonable and/or technically possible, publications

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\(^{(1)}\)Dealer shall be a deemed natural person or legal entity engaged in the resale of products to third parties, in particular end customers, in its own name and for its own account.
already arranged before receipt of the revocation declaration of the Client.

13.2 The Client is not entitled to 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 assignment in violation of this provision is null and void.

13.3 GBO, as well as all companies with which GBO is directly or indirectly associated by way of a holding constituting at least 50% (including sister companies), shall be entitled to undertake offsetting in respect of claims which may or may not be due and payable, including future claims, held by GBO against the Client or held by the Client against GBO.

13.4 Nothing in these GTC and contracts subject to these GTC shall establish a partnership, company or joint venture of any type. Neither party shall be entitled to act as representative of the respective other party for any purpose whatsoever and/or to commit the respective other party or to give undertakings on behalf of the other party. In the event of termination of the contract, the Client shall not be entitled to any consideration, indemnification, or remuneration of costs of market development or amortized or non-amortized investments.

13.5 If a provision of these GTC or of any contract subject to these GTC is or becomes illegal, invalid or unenforceable, that shall not affect the validity or enforceability of these 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 economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provision.

13.6 These GTC and all contracts subsequently concluded between GBO and the Client (out of or in connection with these GTC and/or in connection with any contractual relationship between GBO and the Client subject to these GTC) shall be exclusively governed by and construed under the laws of India with the exclusion of any conflict of law provisions, the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG), the Convention on the Limitation Period in the International Sale of Goods of 14 June 1974 (including possible protocols and amendments) and any statute implementing this convention.

13.7 Any dispute arising out of or in connection with these GTC and/or in connection with any contractual relationship between GBO and the Client subject to these GTC, including related to its creation, validity, nullity, interpretation, performance and termination as well as its pre- and post-contractual effects ("Dispute"), shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce (ICC) by one arbitrator appointed in accordance with the said Rules; in case the amount in dispute accrues to more than INR 5,000,000.00 (fifty lakh Indian Rupees), either Party may opt for a tribunal with three arbitrators appointed in accordance with the said Rules. The seat of the arbitration shall in each case be Ahmedabad, India. The language of the arbitration shall be English. To avoid any misunderstandings it is expressly agreed that the governing law of this arbitration agreement shall be exclusively Indian law with exclusion of the conflict-of-law rules. The decision and/or award rendered by the arbitrator(s) shall be written, final and non-appealable. 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 attorneys’ and expert fees).

GBO may, at its sole discretion, alternatively, submit a Dispute to the competent court in Ahmedabad, India, having jurisdiction over the subject-matter.

13.8 The Client shall not pass on to customers and/or third parties its access data relating to GBO web portals. In the event of departure of an employee from the Client, GBO shall be immediately notified, and the said employee’s access data must be immediately amended. The Client shall change its passwords at regular intervals.

13.9 GBO applies privacy policy according to its Data Privacy Statement at https://www.gbo.com/en_AT/datenschutz.html.