

## General Terms and Conditions for Sales (GTC) of Greiner Bio-One Ltd (GBO)

Valid with effect from 3 July 2024

### 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 to the exclusion of any other terms and conditions that the customer placing an order to which these GTC are subject ("Customer") seeks to impose or incorporate, or may be implied by trade, custom, practice or in the course of dealing. Any differing terms shall be invalid, even if the same have not been expressly contradicted. Deviations from these GTC intended by the Customer shall only be valid when acknowledged in writing by GBO. These GTC explicitly apply to any purchase orders placed by the Customer based on these GTC ("Purchase Orders"), contracts with the Customer, and all transactions between the Customer and GBO entered into in the future, even if these GTC are not referred to separately on a case-by-case basis.
- 1.2 All general sale offers (including price lists) by GBO are deemed an invitation to the Customer to place a Purchase Order and shall be subject to confirmation by GBO in order to be binding and shall not obligate GBO to make delivery. Customer's Purchase Orders and any contracts with Customer subject to these GTC shall become effective upon written confirmation or upon delivery of the Deliverables by GBO.
- 1.3 Any further agreements relating to these GTC shall only become binding upon GBO once they have been concluded in writing. E-mails shall also be deemed to fulfil the written-form requirement.
- 1.4 Machinery, equipment and tools, as well as manufacturing resources, are the property of GBO, even if the Customer has made a cost contribution thereto and the proposals and designs regarding the Deliverables to be manufactured originate from the Customer.
- 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, the Deliverables must not be used and/or handled outside 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 the handling of the Deliverables and/or combination with other products and/or substances without prior written consent of GBO. The Customer is obliged to strictly adhere to the content of the documents made available to it and may not amend them. Insofar as a contractual territory is agreed, the Deliverables may only be used within such territory. The Customer shall inform all further buyers (customers) or users accordingly. GBO shall not be responsible for and does not assume any liability in respect of any incorrect and/or insufficient information contained in technical documents, product descriptions, sales brochures, instruction manuals, or any other documents prepared by the Customer, which are in any manner provided or made available to the customer or user. The same shall also apply if GBO shall have authorised or given its consent to such documents, because such authorisation or consent shall be limited merely to the layout and compliance with corporate identity and shall not pertain to content.
- 1.6 GBO may amend these GTC at any time in its absolute discretion.

### 2. Terms of delivery

- 2.1 Generally, the Incoterms Ex Works Stonehouse (Incoterms 2020) shall apply to deliveries unless otherwise agreed in writing. In case of transactions involving more than two parties, a written agreement on the applicable Incoterm clause has to be concluded.
- 2.2 During the continuance of Force Majeure events (as defined in clause 2.4), any estimate given by GBO in respect of transport costs (especially the amount of transport costs) are not binding. The Customer shall be responsible for the costs of customs clearance for imports as well as any formalities and the costs thereof (such as product registration, operating licenses) and/or related costs. GBO shall be responsible for the costs of export customs clearance.
- 2.3 All dates given for delivery are estimates only and such dates are not guaranteed nor shall time for delivery be of the essence. In the event that GBO does not deliver on the estimated delivery date, the parties will agree a renewed delivery date which must not be less than 14 days from the date of agreement for the delivery in writing. In case GBO has defaulted on the extended cure period, the Customer may cancel the contract subject to these GTC. During the continuance of Force Majeure events (as defined in clause 2.4), any estimate given by GBO about delivery dates as well as dates in general, forecasts and lead times are not binding. GBO is only liable for default based on gross negligence or willful misconduct. Gross negligence shall mean a conscious and voluntary act or omission of GBO in reckless disregard or a legal duty (including a contractual duty) of action which fundamentally, seriously and substantially deviates from a diligent course of action and which is in reckless disregard of or indifference to the direct and harmful consequences to the Customer. If the Customer refuses to accept delivery on the due date, it shall nevertheless make full payment of the purchase price. In such instances, GBO shall store the Deliverables at the risk and expense of the Customer; at Customer's request, GBO shall insure the Deliverables at Customer's expense. Upon Customer'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-fulfilment.
- 2.4 In the event that GBO shall for a temporary period or over the long term find it impossible to fulfil its duty of performance or be delayed in fulfilling its duty of performance for reasons outside the control of GBO, in particular due to, but not limited to (a) strikes, lock-out, trade disputes or industrial disputes (whether involving employees of GBO or third parties), (b) war or threat of war, sabotage, insurrection, civil disturbance or requisition, (c) epidemics or pandemics, (d) natural catastrophes, explosion, flood, tempest, fire or accident (e) interruption of production in GBO's factories or at the facilities of GBO's suppliers or subcontractors, or in case of default, acts or omissions of GBO's suppliers or subcontractors, including liquidity or solvency problems and (f) governmental import or export restrictions or embargos, or other sovereign measures not attributable to GBO and beyond the control of GBO (each an event of "Force Majeure"), GBO shall not be liable to the Customer or be deemed to be in breach of these GTC and the delivery period shall be automatically extended for the duration of such disruption. Delays in the performance of GBO or breach of these GTC resulting from the COVID 19 pandemic shall be qualified as acts of Force Majeure. If such disruption shall last for longer than 30 (thirty) days, both parties shall be entitled to cancel the contract subject to these GTC. In this event, the Customer shall not be entitled to claim damages and GBO is discharged from its duty to perform.

- 2.5 GBO shall be entitled to make partial deliveries and render partial services as far as GBO may reasonably expect acceptance by the Customer.
- 2.6 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. In such cases, the Customer shall not be entitled to claim damages.
- 2.7 GBO is not bound to any future delivery obligation due to the one-time or continuous delivery of Deliverables to the Customer.

### 3. Transfer of risk

The risk of loss passes to the Customer according to the relevant Incoterms specified in these GTC. The loss or damage to the Deliverables after the risk has passed to the Customer shall not release the Customer from its obligation to pay the purchase price. If dispatch or shipment is delayed for reasons for which the Customer is responsible, the risk of loss shall pass to the Customer from the date of readiness for dispatch. Risk of loss shall also pass to the Customer if the Deliverables are made available to the Customer and the Customer unjustifiably refuses acceptance. Any storage expenses incurred after the risk of loss has passed shall be payable by the Customer.

### 4. Retention of title

- 4.1 GBO shall retain title to the Deliverables until full payment of invoice amounts.
- 4.2 Until transfer of title, the Customer shall hold the Deliverables in safekeeping on behalf of GBO as GBO's fiduciary agent and bailee. It shall store the Deliverables (at no cost to GBO) separately from all other goods held by the Customer so that they are clearly identifiable as GBO's property in a due and proper manner at its own expense (and shall procure that the Deliverables are so stored when they are in the possession of any third party) and protect and insure the Deliverables for their full price against all risks of destruction and deterioration, with a reputable insurer. 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 require the Customer to return the Deliverables to GBO as well as, if the Customer fails to comply, to attend at the Customer's places of storage or those of third parties in order to repossess the Deliverables.
- 4.3 The Customer shall not be entitled to use or lend the Deliverables as collateral and the Customer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Deliverables which remain the property of GBO. If the Customer does so, all monies owing by the Customer to GBO shall (without prejudice to any other right or remedy of GBO) forthwith become due and payable.
- 4.4 If the Deliverables to which title is held by GBO is mixed, combined or integrated with other items, the Customer shall assign its rights of ownership or co-ownership in the new item to GBO and shall hold the item in safekeeping on behalf of GBO with due commercial care.
- 4.5 The Customer may sell the Deliverables to which title is held by GBO only in the context of regular business transactions, and provided it is not in payment arrears. The Customer hereby assigns to GBO its purchase-price claims against its customers arising from resale and shall enter the requisite endorsement of validity in its accounts or on its invoices and take all requisite steps to ensure that such assignment is legally valid. Furthermore, in the event of assignment under this clause 4.5, GBO shall be entitled to notify the Customer's end customer at any time.
- 4.6 Consent to possession, resale, processing or combining of the Deliverables shall automatically cease as soon as any insolvency proceedings are instituted in respect of the Customer. GBO undertakes to release any collateral or any part thereof at the request of the Customer if the realisable value of the collateral exceeds the value of the claims to which GBO is entitled. GBO shall select the collateral to be released.

### 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 value added tax and other taxes or duties, as well as exclusive of packaging surcharges, transport costs and any processing fees that may be incurred. If the Customer is required by law to make any deduction or withholding in respect of tax from any amounts payable to GBO under these GTC, the Customer shall (a) pay to GBO an additional amount as will, after the deduction or withholding has been made, leave GBO with the same amount as it would have been entitled to receive in the absence of such requirement to make a deduction or withholding; (b) promptly pay to the relevant taxation authority within the period permitted by law the amount of such withholding or deduction; and (c) provide GBO with written evidence that it has made the payment to the relevant tax authority.
- 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 VAT identification number of GBO is GB 556262827. In the case of deliveries to EU member states, the Customer is obliged to inform GBO immediately of its VAT identification number.
- 5.4 In the case of exports, tax exemption can only be granted if the legal requirements are fulfilled at the time the service is rendered.
- 5.5 The Customer shall, unsolicited and without delay, provide GBO with all (transport) proofs, documents and deeds in a suitable form, which are necessary to obtain a VAT exemption for exports.
- 5.6 If the Customer does not comply with this obligation, GBO reserves the right to immediately invoice the value added tax which the Customer has to pay together with the invoice amount. The Customer shall indemnify and hold GBO harmless against any resulting losses and damages; in particular, in the event of an audit by the tax authorities and subsequent refusal of tax exemption, the Customer shall immediately pay the value added tax subsequently and separately invoiced by GBO.
- 5.7 The Customer shall inform GBO immediately, if withholding tax is due in the Customer's country of residence for the goods or services supplied. Upon receipt of this information, GBO shall immediately provide the Customer with all documents necessary to obtain a tax reduction, tax exemption or applicability of a zero-tax rate for the goods or services supplied. It is the Customer's responsibility to ensure that the tax authorities in the Customer's country of residence receive all necessary information in a timely manner so that no or reduced withholding tax is levied with respect to the goods or services supplied.
- 5.8 The Customer shall be liable for all additional tax payments resulting from incorrect information provided by the Customer.



- 5.9 GBO shall not be liable for future tax/legal changes; taxes and duties resulting from such tax/legal changes shall be borne by the Customer. The Customer must ensure that these taxes are duly reported and paid.
- 5.10 GBO shall be at free to transmit invoices either by post or electronically (e.g. via email).
- 5.11 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) including after a Purchase Order has been confirmed in writing by GBO but Deliverables have not yet been delivered. GBO furthermore reserves the right to amend pricing in the event of increased costs resulting from or associated with the UK's exit from the EU through factors outside of GBO controls including, but not exclusively, customs changes, increased handling or transportation costs and adverse currency fluctuations.
- 5.12 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. GBO and the Customer may agree that the Customer shall open a letter of credit via a bank acceptable to GBO. The time of payment shall be of the essence.
- 5.13 If the Customer wishes to make cheque payment, this must be agreed in advance with GBO.
- 5.14 All payments shall be made at Customer's risk and expense. Customer's payment obligation is fulfilled with payment irrevocably, unconditionally and in due time credited to GBO's account.
- 5.15 Retention or offsetting by the Customer based on any counterclaims whatsoever is prohibited.
- 5.16 In the event of payment default and/or deterioration in the Customer's credit rating, notwithstanding any further rights of GBO, GBO shall be entitled, at its discretion, to: (i) cancel the contract subject to these GTC or suspend further deliveries to the Customer; (ii) shorten the Customer's payment period; (iii) demand payment in advance; (iv) request security in the value of the delivery; or (v) charge default interests in the sum of 4% per annum above the Bank of England base rate (such interest being deemed to accrue from day to day and being compounded on the last day of each calendar month) provided GBO does not incur higher costs for obtaining credit. Furthermore, the defaulting Customer shall bear all expenses related to the collection and recovery of the outstanding invoice amounts.

## 6. Intellectual property

The Customer acknowledges that the Deliverables are the intellectual property of GBO. GBO reserves all rights, in particular rights of ownership, in respect of (i) the Deliverables; (ii) manufacturing processes; (iii) filling and utilisation processes; (iv) know how, inventions and improvements; and (v) 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 licences to the intellectual property of GBO to the Customer. The Customer shall not be entitled to use trade marks of GBO, to use them outside the Intended Use and/or other Instructions, to modify them, to apply for them or to include trade marks of GBO into its (registered) corporate name without the express written permission of GBO.

## 7. Warranty

- 7.1 Unless otherwise agreed in writing, the Deliverables shall conform with a contract subject to these GTC if: (i) it is suitable for a particular purpose of which GBO is expressly notified upon conclusion of contract and GBO has confirmed the same in writing; (ii) it possesses the features of an article which GBO or the Customer have presented by way of sample or specimen; or (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 any breach of the warranty set out in clause 7.1 if, upon formation of the contract the Customer 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 other Instructions.
- 7.4 The warranty period shall be the shelf life of the Deliverables, but no longer than 2 (two) years from delivery (transfer of risk to the Customer in accordance with the agreed Incoterm clause).
- 7.5 GBO does not warrant that the Deliverables are free of third parties' intellectual property rights and/or do not infringe third party 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 Customer must immediately, upon receipt of delivery as per clause 7.4 inspect the Deliverables or have them inspected. The Customer has no claim for damages for non-conforming Deliverables if it fails to notify GBO immediately after it has or should have discovered the non-conformity or a defect, specifying the nature of the contractual breach. The Customer shall notify GBO within 14 days of delivery and, in the case of defects not so apparent, within 12 months of delivery as per clause 7.4 about a non-conformity or defect or otherwise forfeit its rights.
- 7.7 In case of delivery of non-conforming Deliverables, the Customer shall allow GBO a reasonable cure period which must not be less than 14 days from the date on which GBO is notified of such non-conformity to remedy the defects in the Deliverables.
- 7.8 In the event that GBO is not willing or able to remedy the defects in the Deliverables in accordance with clause 7.7, the Customer 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 which the contractual Deliverables would have had at the same time; or (ii) withdraw from the contract subject to these GTC. If, however, GBO remedies a defect in fulfilment of its duties, or if the Customer refuses to accept fulfilment by GBO, the Customer may neither reduce the price nor withdraw from the contract which is subject to these GTC, and GBO shall have no further liability to the Customer for the rejected Deliverables' failure to comply with the warranties in clause 7.1. Moreover, the Customer 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 that in which it was received by the Customer.
- 7.9 GBO shall have no liability: (a) in respect of any defect in any Deliverable arising from misuse, willful damage or negligence of the Customer, failure to follow GBO's instructions (whether oral or in writing), alteration of the Deliverables without GBO's approval; or (b) if the purchase price for the Deliverables has not been paid by the due date for payment.
- 7.10 Except as expressly provided for in these GTC, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

## 8. Vigilance Reporting System for Distributors of Medical Devices (applicable only if the Customer is also a GBO Dealer<sup>1</sup>)

- 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 Customer shall be under a duty to inform GBO immediately thereof. GBO 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 Customer shall comply with the instructions of GBO.
- 8.4 In case of a notifiable incident concerning GBO's products, the Customer may only communicate with the competent authorities with GBO's prior written consent. The Customer shall keep GBO regularly informed of any direct contact with authorities.

## 9. Vigilance Recall System for Medical Devices (applicable only if the Customer is also a GBO Dealer<sup>1</sup>)

- 9.1 The Customer is aware that GBO is under a duty to be able to trace individual Deliverables including those sold to the Customer's customers (users). The Customer shall be under a duty to keep records enabling GBO to trace individual Deliverables sold to the Customer. The Customer shall be under a duty to retain such records for a period of 12 (twelve) years, commencing from the date of delivery to the Customer's customer. The Customer must ensure a corresponding system with its own customers. The Customer shall take all necessary steps to support GBO to identify at all times the location of individual Deliverables or the customers of such Deliverables. Such obligation is not affected by the termination of the contract subject to these GTC with the Customer.
- 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 Customer shall be responsible for informing its customers of relevant recall procedures as provided by GBO and shall give any assistance that GBO shall reasonably require to carry out a product recall.
- 9.4 Customer's customer shall confirm the receipt and acknowledge the information provided via e-mail to the Customer within a period of 10 (ten) days. Otherwise, the customer must be informed again by the Customer.
- 9.5 The Customer 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. Subject to clause 10.2, liability based on minor negligence shall be precluded unless the related claims are mandatory claims arising from causation of death, physical injury and/or damage to health.
- 10.2 Nothing in these GTC shall be deemed to limit or exclude the liability of GBO for: (a) death or personal injury caused by its negligence; (b) fraud or fraudulent misrepresentation; or (c) any other liability which cannot be validly limited or excluded at law.
- 10.3 GBO's liability in relation to the Customer in respect of all claims under any contract subject to these GTC, whatever the legal grounds therefor and taking into account clause 10.1 and clause 10.2, shall be limited to the purchase price of the Deliverables.
- 10.4 Under no circumstances shall GBO be liable (whether on the basis of contractual liability, liability in tort (including negligence) breach of statutory duty or other liability, howsoever caused and even if foreseeable by the Customer) for: (i) loss of profits, business, contracts, revenues and/or goodwill; (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) loss arising from any claim made against GBO by any other person; and/or (v) damages resulting from changes the Customer 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 or not the parties, upon conclusion of a contract subject to these GTC, considered such losses, and the same were incurred by the Customer in connection with the said contract and/or fulfilment thereof.
- 10.5 Customer shall fully indemnify, defend and hold harmless GBO and its affiliates (including their officers, directors, stockholders, agents, servants, employees, representatives and/or subcontractors) ("GBO Indemnitees") from and against
- any and all actions, allegations, claims, causes of actions and/or demands by a third party against any GBO Indemnitee resulting
    - from changes made to the Deliverables and/or to items concerning the Deliverables (e.g. Instructions), which deviate from the Intended Use and/or other Instructions, and/or
    - from a combination with other products outside the Intended Use and/or any other Instructions (both a. and b. a "Customer Claim");
  - any and all actions, allegations, claims, causes of actions and/or demands by a third party against any GBO Indemnitee arising – also but not limited to – in case of an infringement of intellectual property rights of third parties and/or in case of an indirect infringement of property rights caused by actions of or the use by the Customer as described in Section 10.5 (i) (a "Customer Claim");
  - any and all actions, allegations, claims, causes of actions and/or demands by a third party against any GBO Indemnitee arising if GBO produces the Deliverables in accordance with specifications, drawings, specimens or other documents provided by the Customer which infringe rights, in particular intellectual property rights, of third parties (a "Customer Claim");
  - all costs, damages, expenses, fines, liabilities, losses, penalties, including any litigation expenses and attorney's fees, arising from or related to a Customer Claim; at GBO's request, the Customer shall make advance payments for anticipated reasonable attorney's fees and legal costs of preparation, defense, investigation and proceedings. The liability of the Customer shall also include the costs for out-of-court dispute settlement attempts and in any case reasonable costs of legal representation; and
  - any costs or expenses, including any attorneys' fees and litigations costs and expenses, incurred by a GBO Indemnitee to (1) defend a Customer Claim (but only to the extent Customer does not timely assume the defense thereof) and (2) enforce Customer's defense and/or indemnification and hold harmless obligations under this section, which amounts shall be deemed to arise from and relate to a Customer Claim.

<sup>1</sup>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.



## 11. Software Licence

- 11.1 "Software" means any software supplied or supplied with, forming part of or embedded in the Deliverables.
- 11.2 The Customer's use of Software provided by GBO, either as stand-alone Software or Software incorporated into the Deliverables, shall be governed by these GTC unless such Software contains its own end user licence agreement or equivalent, in which case the terms of such alternative licence agreement shall prevail.
- 11.3 GBO hereby grants the Customer a non-exclusive, non-transferable, revocable, personal licence to use the Software to the extent necessary to use the Deliverables.
- 11.4 The Customer shall: (a) not modify, disassemble or decompile any Software, translate, adapt, decompile, decode or reverse engineer any portion of the Software or its source code or functioning of the Deliverables, or permit others to do so, or to otherwise identify the source code, the structure, the algorithms or ideas on which the Software is based or to try to generate the source code from the object code for the Software without GBO's prior written consent; (b) grant sublicences for the Software or to otherwise make available the Software to third parties; (c) transfer, assign or pass on to third parties any rights and/or licences granted (neither in whole nor in part) without the express prior written approval from GBO; and (d) not reproduce or copy any Software in whole or in part except for backup and archival purposes or as otherwise permitted in writing by GBO. Information to achieve interoperability of the Software with independently created programs, within the meaning of Article 6 of the Directive on the Legal Protection of Computer Programs, is available from GBO on written request.
- 11.5 Term-based Software licences (as identified in the applicable Purchase Order) terminate upon the expiration of the prepaid term, unless the Customer has paid all applicable fees to extend the term. The Customer agrees that if GBO has the right to terminate this licence granted in accordance with these GTC, GBO may, in addition to any other remedies it may have, remotely disable the Software.

## 12. Confidentiality

- 12.1 All information disclosed by GBO in connection with a contract subject to these GTC shall be deemed confidential unless, at the time of disclosure, it is expressly identified as non-confidential or, by its nature, is clearly non-confidential. All rights in the confidential information shall be reserved to GBO and title thereto shall continue to be held by GBO.
- 12.2 Nothing in these GTC or in a contract between GBO and the Customer shall be interpreted as granting the transferring any rights to confidential information by transferring ownership rights in the Deliverables.
- 12.3 No confidential information may be disclosed to third parties without GBO's prior written consent, except as required by law, a court order or by any relevant regulatory or government authority or to the extent that information has come into the public domain through no fault of the receiving party. The Customer may share GBO's confidential information with its affiliates, consultants or employees to the extent necessary for provision or receipt of the Deliverables.
- 12.4 The Customer shall not make any public statement in relation to: (a) its relationship with GBO; or (b) its association with GBO and/or the Deliverables provided under these GTC in any media channel (including social media), advertising, publicity or promotional material, without the prior written consent of GBO.
- 12.5 The duty of confidentiality will survive the termination or expiry of a contract subject to these GTC.

## 13. Compliance (applicable only if the Customer is also a GBO Dealer<sup>1</sup>)

- 13.1 The Customer undertakes at all times during the contractual relationship with GBO to comply with the Greiner Code of Conduct, [https://www.greiner.com/fileadmin/user\\_upload/Downloads\\_Dokumente/8\\_2020\\_Code-of-Conduct\\_EN\\_web.pdf](https://www.greiner.com/fileadmin/user_upload/Downloads_Dokumente/8_2020_Code-of-Conduct_EN_web.pdf) as well as the Greiner Code of Conduct for Suppliers and Business Partners, <https://sustainability.greiner.com/lieferanten/>, as may be amended from time to time, plus all applicable laws, in particular (without limitation) the UK Bribery Act 2010, the US Foreign Corrupt Practices Act of 1977 (as amended), as well as any applicable anti-trust, competition and anti-corruption laws. Neither the Customer, nor 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, representatives of a governmental agency or authority or those of a political party or a candidate of the latter. The Customer undertakes that its own vicarious agents/partners shall comply with comparable principles to those of the Greiner Code of Conduct. GBO reserves the right to audit the Customer 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.
- 13.2 The Customer is aware that some territories, legal entities and/or natural persons are subject to sanctions and/or embargoes under various jurisdictions (under e.g. US law, EU law, national law). The Customer is obliged to (i) conduct sufficient due diligence and closely monitor its customers at all times and (ii) to ensure by any 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 and/or in a manner that would expose the Customer and/or GBO to potential export or sanctions penalties.
- 13.3 The Customer is especially obliged to comply with applicable national and international (re-)export control regulations, including embargoes, sanctions and other restrictions on the movement of goods or technology, when passing on Deliverables supplied by GBO to third parties. In addition, when selling, supplying, transferring or exporting to a third country, with the exception of partner countries listed in Annex VIII to Regulation (EU) No 833/2014, the Customer is contractually prohibited from re-exporting to Russia and re-exporting for use in Russia any Deliverables as listed in Annexes XI, XX and XXXV to Regulation (EU) No 833/2014, common high priority items as listed in Annex XL to Regulation (EU) No 833/2014, or firearms and ammunition as listed in Annex I to Regulation (EU) No 258/2012 (together the Restricted Items). In addition, the Customer is obliged to ensure that its own contractual partners do not re-export the Restricted Items to Russia or to re-export the Restricted Items for use in Russia (together with the previous two sentences the Re-Export Restrictions). The Customer must also take reasonable steps to ensure that its own contractual partners address and pass on the Re-Export Restrictions within the supply chain. The Customer agrees that the mentioned Guidelines and Annexes are to be considered in the currently valid version.
- 13.4 In the event of a breach of the Re-Export Restrictions, the Customer undertakes to immediately cease the breach. In particular, the Customer agrees to take immediate adequate remedies and to cooperate with GBO in developing and implementing strategies to terminate and mitigate the breach. Such adequate remedies may include, in particular, conducting an internal investigation, implementing enhanced monitoring procedures,

providing additional training to relevant personnel, revising internal policies, or revising existing contracts with the Customer's own contractual partners to ensure strict compliance with the Re-Export Restrictions. In addition, upon request, the Customer is obliged to provide GBO with corresponding proof and documentation regarding the implementation of any remedial measures.

- 13.5 If any Restricted Items are, directly or indirectly, re-exported to Russia or are re-exported for use in Russia, or if the Customer has knowledge or reasonable cause to suspect that the Re-Export Restrictions have been or may be violated, the Customer must immediately notify GBO in writing. In addition, upon request, GBO reserves the right to audit and inspect relevant books and financial records of the Customer to verify the Customer's compliance with the Re-Export Restrictions. The Customer shall provide any information and assistance as GBO may reasonably require for such audit, including access to key personnel.
- 13.6 In the event of non-compliance, GBO reserves the right to terminate contracts subject to these GTC at any time and with immediate effect by written notice to the Customer and the Customer shall not be entitled to file any legal and/or contractual claims, such as but not limited to compensation and/or damage claims. Unless otherwise stipulated by mandatory law, the Customer agrees to indemnify, defend and hold harmless GBO and its Affiliates (including their officers, directors, stockholders, agents, servants, employees, representatives and/or subcontractors) in full from and against all actions, claims, allegations, demands, damages, losses, costs and expenses, including reasonable attorney's fees, which GBO may incur to the extent that such claims arise out of or result from violation of provision 12 of these GTC and/or such claims are made from third parties. At GBO's request, the Customer shall make advance payments for anticipated reasonable attorney's fees and legal costs for investigations and proceedings.

## 14. Miscellaneous

- 14.1 The Customer grants GBO, as well as all affiliated companies of GBO, the right to name the Customer as a reference customer by using first/last name or company name, address and company logo. This right is granted free of charge and is unlimited in time, space and content. The Customer can revoke this consent at any time in writing to GBO (e.g. via email). The legality of the naming as reference customer up to the revocation is not affected by the revocation of the consent. GBO will, without undue delay, use reasonable endeavours to remove, under consideration of their legitimate interests, as far as economically reasonable and/or technically possible, publications already arranged before receipt of the revocation declaration of the Customer.
- 14.2 The Customer is not entitled to sub-contract, transfer, novate or assign any claims or these GTC 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.
- 14.3 No provision of these GTC is enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it.
- 14.4 No single or partial exercise or failure or delay in exercising any right, power or remedy by either party shall constitute a waiver by that party of, or impair or preclude any further exercise of that or any right, power or remedy arising under these GTC or otherwise.
- 14.5 Any 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 sent 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 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.
- 14.6 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.
- 14.7 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 Customer or held by the Customer against GBO.
- 14.8 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 Customer shall not be entitled to any consideration, indemnification, or remuneration of costs of market development or amortized or non-amortized investments.
- 14.9 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.
- 14.10 The Customer 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 Customer, GBO shall be immediately notified, and the said employee's access data must be immediately amended. The Customer shall change its passwords at regular intervals.
- 14.11 GBO applies privacy policy according to its Data Privacy Statement at [https://www.gbo.com/en\\_GB/data-privacy.html](https://www.gbo.com/en_GB/data-privacy.html).
- 14.12 These GTC, all contracts subsequently concluded between GBO and the Customer and any dispute, claim or obligation (whether contractual or non-contractual) arising out of or in connection with them shall be governed by and subject exclusively to the law of England and Wales with the exclusion of any conflict of law provisions as well as 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 those conventions.
- 14.13 Any dispute arising out of or in connection with these GTC and/or in connection with any contractual relationship between GBO and the Customer 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 competent courts of England and Wales having jurisdiction over the subject-matter. GBO may, at its sole discretion, alternatively, submit a Dispute for final settlement under the Rules of Arbitration of the International Chamber of Commerce (ICC) by one arbitrator

appointed in accordance with the said Rules; in case GBO submits a Dispute for final settlement under the Rules of Arbitration of the ICC and in case the amount in dispute accrues to more than EUR 1,000,000.00 (one million euros), either Party may opt for a 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-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 legal and expert fees).