

## **General Terms of Sale (GTS) of URSATEC Verpackung GmbH**

### I. Application area of the General Terms of Sale/ Conclusion of a contract

- (1) The GTS are subject matter of all quotations, orders and other contracts with contractors (Orderer) which obligate Ursatec to a delivery of goods or comparable service.
- (2) Orders (including call orders), their type and scope, will become binding for Ursatec only when they have been confirmed by Ursatec in writing. This also applies to amendments and supplements of the contract.
- (3) General Terms and Conditions of Orderer will not become subject matter of the contract, even if Ursatec does not expressly object to this. On the contrary, the contents of the agreement shall be exclusively according to the GTS and the written confirmation of the contents of the agreement by Ursatec.

### II. Duty to Deliver and Accept

- (1) The delivery of the goods will be strictly ex works. If the goods are manufactured by a third party (= contract manufacturer), the delivery will be made directly ex works contract manufacturer.
- (2) Ursatec will be entitled to provide part-services, which the orderer must accept and pay independent of the total delivery.
- (3) The delivery dates will start to apply once Ursatec has the documentation/material supplies, which are required to conduct the order, at hand and/or Orderer has fulfilled its other contractual obligations, including those from other orders. The objection of non-fulfillment remains unaffected by this.
- (4) Should Ursatec not adhere to a contractual delivery date culpably, Orderer shall be free to withdraw from the contract after setting an appropriate deadline. Orderer may demand compensation of its damage caused by delay from Ursatec but limited to 5% of the purchase price of the goods, which are the subject matter of the delayed delivery. Further damage claims are excluded in accordance with the provisions of Clause IX.

### III. Prices and Payment

- (1) The prices are net excluding the respectively valid VAT and excluding insurance, packaging and transport costs, ex works.
- (2) In the event that factors relevant for pricing, such as exchange rate fluctuations, customs provisions, raw material and production costs are subject to change, Ursatec shall retain the right to conduct a corresponding price adjustment for the goods. Ursatec shall conduct such a price adjustment only when Orderer has been informed about this in advance and the goods have not yet been delivered.

(3) Ursatec will invoice after completion of the goods and their delivery to Orderer. The invoiced amounts will be due for immediate payment within a period of 14 days after Orderer has received the invoice.

(4) In the event of delayed payment by Orderer Ursatec shall be entitled to demand interest for default at a rate of 8 percent above the basic interest rate. Ursatec retains the right to claim further delay damages.

(5) If Orderer is in delay of payment or if circumstances become known which impair the credit rating of Orderer or an enterprise associated with it, such as e.g. compulsory enforcement measures, charge backs, bill protests or application for insolvency, Ursatec shall be entitled to perform remaining deliveries and services only against payment in advance or provision of security. If Orderer does not provide advance payment or security after expiry of an appropriate period of grace, Ursatec shall be entitled to withdraw from the contract and demand damages. Further legal provisions shall remain unaffected by this.

(6) Orderer shall be entitled to offset own claims against Ursatec's claims or claim the right of retention only when its claims have been established as legally binding or have been accepted by Ursatec. This does not apply to a right of retention by Orderer which stems from the same contractual relations from which Ursatec is claiming against Orderer.

#### IV. Passing of risk, Packaging

(1) Risk shall also pass to Orderer when the goods leave the works in the case of freight-free delivery. If the delivery is delayed for reasons lying within the scope of Orderer's responsibility, the risk shall pass to Orderer with the notification of the readiness for dispatch by Ursatec or the third party (= contract manufacturer) in accordance with above Clause II. 1.

(2) Ursatec will choose the packaging according to the best of its knowledge.

(3) The goods will be insured against damage through storage, breakage, transport, theft, water and fire upon written demand by Orderer and at its costs.

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#### V. Retention of title

(1) Ursatec will retain ownership of the goods until receipt of all payments from the business connections (the existing account current relations) with Orderer; the retention of title refers to the accepted account balance and the delivered goods. If Orderer is in breach of contract, in particular in default of payment, Ursatec shall be entitled to take back the goods. The taking back of the goods by Ursatec does not represent a withdrawal from contract, except when Ursatec has declared this expressly in writing.

Ursatec shall be entitled to realize the goods after taking these back. The proceeds of the realization are to be offset against the liabilities of Orderer – less appropriate utilization costs.

(2) Orderer shall be obliged to treat the goods with care, it shall, in particular be obliged to insure these adequately at its own costs and replacement value against damage through storage, breakage, transport, theft, water and fire. In as far as maintenance and inspection work are necessary, Orderer must execute these on time and at its own costs.

(3) Ursatec agrees to release the securities it is rightfully entitled to upon demand by Orderer, in as far as the realizable value of the securities exceeds the claims to be secured by more than 10%; the selection of the securities to be released is at the discretion of Ursatec.

(4) In the case of garnishment or other third party encroachments, Orderer must inform Ursatec forthwith in writing, so that an action can be filed in accordance with § 771 ZPO (Code of Civil Procedure). Insofar as the third party is not able to re-imburse Ursatec, the court and out-of-court costs of an action in accordance with § 771 ZPO, Orderer shall be liable for the loss.

(5) Orderer shall be entitled to sell on the goods in the regular course of business. It shall, however, here and now assign to Ursatec all claims vis-à-vis its purchasers or third parties in the amount of the final invoice total (including VAT) which it will incur from the sale, and this independent of the fact whether the goods have been sold on without or after processing or filling. Orderer shall also remain entitled to collect this claim after the assignment. The authority of Ursatec to collect the claim itself remains unaffected by this. Ursatec, however, agrees, not to collect the claims provided Orderer meets its payment obligations from the pocketed receipts, does not get into delay of payment and, in particular, that insolvency proceedings are not instigated against Orderer or payments are not suspended. If, however, this is the case Ursatec can demand that Orderer discloses the assigned claims and their debtors to Ursatec, provides all information necessary for the collection, hands over the appertaining documentation and notifies the debtors (third parties) about the assignment.

(6) Processing or transformation of the goods by Orderer shall always be conducted for Ursatec. If the goods are processed with items which are not the property of Ursatec, Ursatec will acquire joint ownership in the new goods in the ratio of the value of the goods, including value added tax, to the other processed items at the time of processing. Apart from that, the same shall apply to the item created by the processing as applies to the goods delivered under retention of title.

## VI. Supplies

(1) Orderer agrees to deliver material or packaging supplies at its own costs and own risk with an appropriate additional quantity of 5% in fault-free condition and on time to Ursatec or a third party to be nominated by Ursatec.

(2) If Orderer infringes the above Clause VI.1, Orderer shall be obliged to re-imburse Ursatec for any incurred additional costs.

(3) Testing facilities, devices or other special devices are to be supplied by Orderer at its costs and in fault-free condition to Ursatec or a third part to be nominated by it. Orderer remains owner of the facility, resp. device.

#### VII. Liability for defects /Indemnity

(1) Ursatec's liability shall be limited to the goods being free of faults at the time of passing of risk, according to the specifications of the agreement confirmed in writing by Ursatec. This shall also apply to part deliveries.

(2) Ursatec does not warrant for the condition, shelf life, functionability and suitability. Verbally given declarations of warranty or corresponding information in advance negotiations or advertising brochures are only binding for Ursatec, in as far as these are confirmed in writing by Ursatec.

(3) Prerequisite for any defect claims by Orderer is that it has correctly complied with its obligations in accordance with § 377 HGB (German Code of Commercial Law).

(4) In the case of a justified notice of defects, Orderer's claims shall initially be restricted to rework or delivery of fault-free goods. If the rework or subsequent delivery fails, Orderer may withdraw from the agreement or demand a reduction. Orderer's right to withdraw is, however, excluded if the fault is only negligible.

Above and beyond that Orderer may not claim damages due to nonfulfilment of the agreement.

(5) Claims in accordance with §§ 478, 479 BGB (German Civil Code) shall exist in the legal scope under the condition that the party entitled to regress has been called on justifiably and not as a result of a goodwill regulation not agreed with Ursatec, and has also not infringed its own obligation to give notice of defects.

If a third party is ordered with the manufacture of the goods, Ursatec shall be liable subject to the regulations of this clause VII. at most in the scope as is provided by the contract manufacture agreement.

(6) Defect claims will come under the statute of limitations, subject to an other agreement, in twelve months.

#### VIII. Limitations of liability

(1) Damage and expenditure claims not regulated in the Terms of Sale may be claimed vis-à-vis Ursatec exclusively when the bodies, executives, vicarious agents/subcontractors of Ursatec can be accused of premeditation or gross negligence and/or if life, body or health will be impaired.

(2) In the even that a claim is brought against Ursatec due to culpable infringement of a major contractual duty, compensation can only be demanded for the typical, foreseeable, contractual-typical damage, except when Ursatec is liable in accordance with the above Clause VIII.1.

(3) The legal regulations for onus of proof, liability in accordance with the product liability law, as well as for quality warranty remain unaffected by the regulations in accordance with Clause VIII. I and Clause VIII. 2.

#### IX. Protective rights/Legal Defects/Putting into circulation

(1) If Ursatec has to deliver in accordance with drawings, models or samples of Orderer, Orderer shall be liable that the agreed deliveries/services are free from third party protective rights. Orderer shall release Ursatec from all corresponding third party rights.

(2) The regulations under Clause VII. shall apply correspondingly for the liability for legal defects.

(3) Orderer shall be responsible that the goods are brought into circulation under compliance with the legal regulations (e.g. Drug Registration and Administration Act, Medical Devices Act, etc.)

#### X. Force majeure

(1) Unforeseen operational malfunctions, exceedance of delivery period or failure to deliver by Ursatec's suppliers, lack of employees, energy or raw materials, effects of industrial actions, difficulties with the procurement of transport means, traffic disruptions, official regulations or cases of force majeure will suspend the duties and individual delivery obligations resulting for the parties from this agreement for the duration of the hindrance.

(2) The contractual party, which encounters such a hindrance, must inform the other party forthwith about the type, extension and estimated duration of the malfunction and must attempt to rectify it.

#### XI. General Provisions

(1) Should one provision of these General Sales Terms be or become invalid, the validity of the remaining provisions shall remain unaffected. The parties agree to replace the invalid provision with a provision which comes closest to the economical purpose intended by the parties in a legally permissible manner.

(2) The laws of the Federal Republic of Germany shall apply exclusively. The provisions of the UN Convention on Contracts for the International sale of Goods are expressly excluded.

(3) Place of fulfilment is the registered office of Ursatec.

(4) Place of jurisdiction is the registered office of Ursatec; Ursatec shall also be entitled to sue Orderer at the place of jurisdiction of its registered office.