

General Terms and Conditions of Sale / (Germany)

1. Scope of application, deviations from the GCS

1.1 On all orders accepted by the Contractor or its subsidiaries or "affiliates" (hereinafter jointly referred to as "ES"; the company to which the order is given in each case is referred to as "Contractor"), the following General Terms and Conditions of Sale ("AVB") apply, as per the most current version of these at the time of conclusion of the contract. This also applies to orders placed over the phone that are not confirmed in writing and to orders that arise through the transmission of test products. A contract under the validity of these AVB comes about through the acceptance of an order by the contractor. This is done either by the Contractor (a) executing the order (in which case, written confirmation by the Contractor is not required) or (b) the Contractor accepting the order in writing.

1.2 Except for the managing director and the authorised signatory of the contractor, no employee, representative or subcontractor of ES has the authority to deviate from the provisions of the AVB, to waive their validity, or to oblige the contractor in such a way that leads to the application of deviating regulations that contradict the content of the AVB or take precedence over them. Such a change or waiving of the validity of the AVB is only binding for the contractor if this is done in writing and signed by the managing director of the contractor or one of their authorised officers.

2. Placing of orders; no validity of deviating contractual conditions; no order for collection

2.1 Effective order placement by the customer generally presupposes that this is done using the customer's letterhead by post, fax or electronic message, or by using an order form or electronic order form accepted by ES. It is also necessary that, at the time the order is placed, there is agreement on all necessary commercial aspects that are not regulated in these AVB (including price, estimated implementation time and delivery date). Upon request, the customer must confirm orders placed by telephone in writing immediately after they have been placed. In the event that he/she transmits test products to the contractor, this is also regarded as an order. The contractor is not obliged to start the study before the assignment is clear and all the necessary information has been sent to him/her.

2.2 Unless otherwise expressly agreed in writing and with the signature of a managing director or an authorised representative of the contractor, the customer's general terms and conditions have no effect, even if the customer refers to or has referred to them at any time. Furthermore, any earlier acceptance of special terms and conditions on a previous order (including special pricing arrangements) does not entail that these will also be accepted on subsequent orders in the future. Each order that the contractor accepts is considered a separate contract between the contractor and the customer.

2.3 If the customer subsequently requests additional services for an existing order, the contractor is entitled to charge a management and administration fee of up to €35.00. If the customer requests additional services in relation to test products that have already arrived at the testing institute, this is considered a new order and may result in the corresponding postponement of the previously estimated study data.

2.4 The collection and delivery of the sample or any other logistical measures are carried out by the customer at his/her own risk and must be carried out or organised by him/her. Insofar as the contractor provides assistance in organising transport or logistical measures outside the test institute, he/she acts in the name and with the authority of the customer, so that the risk of transport or any delays in transport, e.g. by courier, are the responsibility of the customer and are at his/her expense. The courier is not the contractor's vicarious agent and is exclusively the customer's contractual partner.

3. Prices and payment conditions

3.1 Prices apply "ex works" (Incoterms 2010) and do not include packaging, which is invoiced separately, unless agreed otherwise. Any additional costs or expenses (e.g. those incurred by the contractor in connection with the order) shall be borne by the customer.

3.2 Prices do not include applicable taxes (including sales tax) at the rate applicable on the day of invoicing.

3.3 Any complaint relating to an invoice must be made

within 45 days of receipt of the invoice. If the customer doubts the accuracy of a study result, this does not entitle him/her to withhold payment, unless the incorrectness of the study result and the resulting counterclaims of the customer are undisputed, accepted by the contractor, or have been legally established. If the customer is in default with a claim of the contractor, all claims against the customer, including those from other contracts, are due immediately. In case of default, the contractor is entitled to demand default interest of eight percentage points above the base interest rate. The right of the contractor to assert any additional, provable damage caused by delay remains unaffected.

3.4 If a new invoice has to be issued at the customer's request, the contractor is entitled to an administration fee of €25.00.

3.5 Payment is made by bank transfer or direct debit. Other methods of payment require prior agreement with the contractor. The customer is obliged to provide the contractor with the necessary account details.

3.6 The contractor is entitled to make the execution of the order dependent on up to 100% of the estimated fee being provided as an advance payment.

4. Customer's Obligations upon Delivery of Samples or Materials

4.1 Test products must be in a condition that allows the study to be conducted without difficulty. If it is impossible to carry out the study or it is only possible under more difficult conditions than was originally assumed, because it has emerged that the investigational medicinal product does not meet the requirements of Section 4.1, the contractor is entitled to withdraw from the contract or to interrupt the execution of the order. In this case, the customer has to bear the costs incurred by the contractor up to this point.

4.2 The customer is obligated to ensure that all test products sent to contractor for study purposes are safe and in a stable condition. The customer must ensure and hereby guarantees that the samples do not pose any risk to the property or other legal interests of the contractor or ES and their employees and other representatives or subjects or third parties, neither on the customer's premises nor during transport, in a test institute or in other business premises belonging to the contractor or ES. If a sample is dangerous or represents special waste or dangerous goods, the customer must inform the

contractor in writing before shipment. At the request of the contractor, the customer is obliged to inform him/her of the known ingredients and the exact origin of the sample. It is the customer's responsibility to comply with hazardous waste and hazardous materials regulations. These obligations also relate to information, labelling of packaging, transport, and disposal. In particular, the employees or other representatives of the contractor must be informed of any health or safety concerns arising from the samples. In particular, this includes concerns with regard to known or suspected toxins or other contamination of a sample and the probable degree of contamination, as well as the risks for property and other legal interests of the contractor or ES and their employees and other representatives or third parties in connection with the contamination. In the event of a breach of these obligations, the customer is liable for all costs, damage and other disadvantages that have been caused to the contractor or ES or their staff or other representatives; this is independent of whether these disadvantages occur on the customer's premises, during transport, in the test institute or in other business premises belonging to the contractor or ES. The liability also includes a corresponding obligation to indemnify the contractor and ES in the event of claims by third parties. The customer is not liable according to the above regulations if he/she is not responsible for the breach of contract.

4.3 The customer has to bear the costs of the appropriate disposal of special waste and hazardous substances that arise due to the samples provided by the customer. This is independent of whether the sample was described as special waste or hazardous material.

5. Storage of test samples

5.1 Unless storage, to be paid for separately, has been agreed, the contractor is not obliged to cool the sample. If storage, to be paid for separately, has been agreed, the contractor will take commercially appropriate measures within the framework of standard professional practice for storing the sample.

6. Dates and terms of delivery

6.1 Delivery dates of the report and realisation times are estimates and do not constitute any obligation on the part of the contractor. Nevertheless, the contractor will make commercially reasonable efforts to meet the estimated deadlines.

6.2 The results are generally communicated to the persons specified by the customer when the order was placed by e-mail and/or by post or otherwise electronically once the report has been prepared.

7. Transfer of ownership and other rights; Remaining Rights to Analysis Results

7.1 Ownership and other rights to the study results or similar services provided to the customer remain with the contractor until all related invoices have been paid in full by the customer. Until full payment has been made, the customer has no property rights or other rights to use the services provided. If the customer is in arrears with the payment of due claims of the contractor or ES, the contractor is entitled to interrupt the execution of the order and any other work for the customer. This also applies if the claim for which there is a delay results from another order.

7.2 Even after full payment has been made by the customer, the contractor retains the right to store study results and to use and publish them in an anonymous form that excludes identification of the customer, if and to the extent that no legitimate interests of the customer known to the contractor are adversely affected.

8. Limited Warranties and Responsibilities; Liability and indemnification obligations of the customer

8.1 Unless otherwise agreed, the contractor's activities are limited to conducting cosmetic studies and preparing a study report. Advice and further expert work is not owed to the customer, unless expressly agreed otherwise on an individual basis. The statutory limitation periods for claims for damages remain unaffected. The parties agree that services and goods, etc. are to be regarded as accepted if the customer does not declare to the contractor within one week of receipt that he/she will not accept them. In any case, the customer is obliged to verify, with reasonable care and at his/her own risk, the validity of the results, interpretations, estimates and conclusions provided by the contractor if the customer intends to rely on them for matters of material importance. If the study result prompts the customer to take costly or other far-reaching measures, the customer must contact the contractor before the measure is taken in order to give him/her the opportunity to discuss it and potentially to verify the study result.

If the results are obviously incorrect, the customer is obliged to contact the contractor immediately and inform them accordingly. If the customer is a merchant within the meaning of the German Commercial Code and does not meet this obligation, the service provided by the contractor is to be regarded as being in accordance with the agreement. Section 377 HGB is to be applied analogously in this respect.

8.2 Unless otherwise agreed in writing between the parties, the contractual relationship

is solely between the customer and the contractor. No contract is concluded in favour of third parties or with a protective effect for third parties, through which the contractor or ES can be obligated towards these third parties, if and to the extent that nothing else follows from the contract and / or these GTC.

8.3 The customer undertakes to indemnify the contractor and ES and their staff or other representatives against all claims by third parties based on a breach of duty by the customer, unless the customer is not responsible for this. This also applies in particular to claims by third parties that are asserted because a test product is dangerous or unstable. There must be no danger whatsoever, especially to the health of the test subjects and the environment. He/she is expressly obliged to point out special features when handling the materials, samples and products made available.

9. Limitation of Liability

9.1 Claims for damages and reimbursement of expenses against the contractor, its parent, subsidiary and affiliated companies and their workers, employees, representatives, members of management and consultants (hereinafter "privileged persons") are excluded, unless there is a case of intent or gross negligence or a breach of an essential contractual obligation. An essential contractual obligation in this sense refers to every contractual obligation for which fulfilment enables the proper execution of the contract and on the fulfilment of which the customer can rely.

9.2 Unless there is intent, the liability of persons with privileged liability is generally limited to foreseeable, contract-typical damage. It is the customer's responsibility to insure himself/herself properly against other damages.

9.3 The liability of persons with privileged liability under the provisions of the Product Liability Act, in the event of a breach of guarantees and for claims for damages due

to injury to life, limb or health of a person is not limited by these AVB.

9.4 It is a condition of the contractor's acceptance of an order that the customer indemnifies and holds harmless the persons with privileged liability for all losses, injuries, claims and costs which they suffer through the fault of the customer. By placing an order, the customer undertakes to make such a release.

10. Repeated analyses

Complaints with regard to test results can only be raised in compliance with the regulations laid down in Section 8.1. In all cases, unless the initial study results turn out to be incorrect, the customer has to bear the costs of a repeated test or review ordered by him/her.

11. Force Majeure

For delays, errors, damage or other problems caused by events or circumstances that were unforeseeable, beyond the contractor's control or that result from compliance with official orders, laws or regulations, the deadlines are extended for the duration of the Prevention. If the delayed execution of the order is or becomes unreasonable for the customer, he/she is entitled to withdraw from the contract.

12. Confidentiality and Processing of Customer Data

12.1 The contractor is entitled, within the framework of the data protection regulations to be observed, to store and process personal or business data that he/she has received from the customer in any way, regardless of whether such data comes directly from the customer or from a third party. The contractor is obliged to use commercially reasonable efforts to keep such data confidential, in accordance with the law.

12.2 The contractor shall use commercially reasonable efforts to keep all study results and service reports confidential. This obligation does not apply with regard to the rights to which the contractor is entitled under Section 7.2 and any requirement to have to prove a payment claim for services rendered.

12.3 Study results are prepared and communicated solely for the use of the Client and should not be communicated to any third party for any purpose without the prior written agreement of the contractor.

Furthermore, the customer is obliged to maintain confidentiality with regard to all services provided by the contractor. Furthermore, their results/study results, as well as the composition of products and software that were delivered by the contractor, are not to be published or used for purposes other than internal purposes without the prior written consent of the contractor. Even if such written consent is obtained, the customer remains (a) responsible for any consequences arising from the disclosure of such results to any third party and such a third party's reliance on such results, and (b) undertakes hereby to release the persons with privileged liability (see Section 9.1) from any claims by a third party, which are based on the disclosure of such results and / or trust in the same and resulting (actual or alleged) damage.

13. Applicable law, court of jurisdiction

German law applies to all contracts subject to these AVB. The provisions of the CISG (UN Sales Convention) do not apply. The exclusive place of jurisdiction is the registered office of the contractor if the customer is a merchant, a legal entity under public law or a special fund under public law or has no registered office in Germany. Alternatively, the plaintiff is also entitled to bring action before the arbitral tribunal of the German Institution of Arbitration (DIS e.V.) instead of before the ordinary courts. In this case, the arbitral tribunal has exclusive jurisdiction. Place of arbitration is Bochum.

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