

1. Scope of application, conclusion of contract

1.1 These General Terms and Conditions of Sale, Delivery and Services ("**GTC**") shall apply to all contracts for the delivery of goods and/or provision of Services (collectively the "**Performance**") by Merz Therapeutics GmbH (hereinafter "**Merz**" or "**we**") to the respective purchaser or party entitled to the Performance (hereinafter "**Customer**"), unless and insofar as not otherwise agreed in individual contracts between Merz and the Customer (Merz and the Customer hereinafter the "**Parties**").

1.2 Services within the meaning of these GTC are actions of all kinds which Merz performs for the Customer (hereinafter "**Services**"). Unless otherwise stipulated in these GTC, Services are governed by §§ 611 et seq. BGB (law on services).

1.3 Merz does not recognize conflicting or deviating terms and conditions of the Customer unless their validity has been expressly agreed to in writing. This also applies if Merz provides the Performance without reservation with the knowledge that the Customer's terms and conditions conflict with or deviate from these GTC.

1.4 Offers and cost estimates from Merz are non-binding unless expressly designated as binding in writing.

1.5 A contract between the Parties for Performance is only concluded when Merz confirms the Customer's order in writing or when Merz executes the Performance. Such order acceptance may also take the form of an invoice or a delivery bill or by shipping the goods with the invoice. Merz expressly points out that only in exceptional cases will Merz accept orders with a value of less than 150 EUR.

2. Cooperation, provision and general obligations of the Customer

2.1 In addition to the cooperation and provision duties agreed in the individual contract, Merz may demand cooperation and provision from the Customer insofar as these (i) are necessary for the proper contractual Performance and (ii) must necessarily be performed by the Customer. Merz shall timely inform the Customer of the type, scope, timeline and other details of the cooperation and provision to be provided by the Customer, unless the respective details result from the Performance to be provided by Merz.

2.2 After receipt of the goods or Services, the Customer shall independently and on its own responsibility comply with all statutory and professional regulations governing the operation and use of the goods and Services.

2.3 The Customer undertakes not to export, sell or otherwise make available the purchased goods or Performances either directly or indirectly to Russia or Belarus. This also includes the resale to third parties if the Customer is aware or should have been aware that they are delivering the goods or Services to Russia or Belarus. In the event of a breach of this provision, Merz shall be entitled to terminate the contract with immediate effect, to withhold delivery or to reclaim goods or Services already delivered.

3. Terms of delivery, transport damages, partial deliveries or Performances, acceptance

3.1 Merz delivers via third parties during normal business hours. Delivery shall be CIP (Incoterms® 2020) to the agreed delivery address, unless otherwise agreed in writing.

3.2 In case of additional expenditures brought about by the Customer, Merz reserves the right to charge the Customer for the additional proven costs incurred for such shipment/transport. The transfer of risk takes place at Merz's Distribution Center Darmstadt and in any case with the first handover of the goods from Merz to the carrier or the Customer at the latest.

3.3 Transport damage must be reported to the carrier upon delivery and Merz must be notified immediately in writing.

3.4 Merz is entitled to make commercially customary partial deliveries/partial Performances, deliveries of other sizes and packaging or replacement deliveries, unless the partial delivery or partial Performance is unacceptable for the Customer.

3.5 If an acceptance is provided for by law or contractually agreed, the acceptance date shall be set jointly by the parties after notification by Merz. The result of the acceptance shall be recorded in an acceptance report.

3.6 The Performances, delivery dates and delivery periods are subject to correct and timely delivery by our suppliers, unless to the extent we are responsible for delays in delivery by these suppliers. Merz shall timely inform the Customer about any delays.

4. Reservation of title

4.1 The following retention of title serves to secure all existing current and future claims of Merz against the Customer arising from the current business relationship with Merz, including all current account balance claims.

4.2 All goods delivered by Merz shall remain the property of Merz until full payment of all secured claims (hereinafter "**Reserved Goods**").

4.3 The Customer must store the Reserved Goods free of charge for Merz and treat them with care. In particular, the Customer is obliged to insure the Reserved Goods at its own expense against fire, water and theft at replacement value.

4.4 The Reserved Goods may neither be pledged to third parties nor assigned as security before full payment of the secured claims. In the event of seizure, confiscation or other dispositions or access by third parties to the Reserved Goods, the Customer shall immediately inform such third party of Merz's ownership and inform Merz in writing in order to enable Merz to enforce its ownership rights.

4.5 The Customer is entitled to sell the delivered Reserved Goods in the ordinary course of business if it is ensured that its claims resulting from the resale are transferred to Merz in accordance with clause 4.6.

4.6 In the event of the resale of the Reserved Goods, the Customer hereby assigns to Merz by way of security the resulting claim against the purchaser as well as those claims that take the place of the Reserved Goods or otherwise arise with regard to the Reserved Goods, such as insurance claims or claims in tort in the event of loss or destruction, including all current account balance claims. Merz accepts this assignment. All proceeds due to Merz from assignments must be forwarded to Merz immediately upon receipt if and as soon as the respective claims of Merz against the Customer are due.

4.7 The Customer is revocably authorized to collect the claims from the resale. Merz is entitled to revoke this authorization if the Customer does not fulfill its contractual obligations towards Merz, in particular if the Customer is in default. In such cases, Merz may withdraw from the contract in accordance with the general withdrawal rules of Section 323 BGB; in the event of withdrawal, the Customer's right to possession of the Reserved Goods expires and Merz may demand the return of the Reserved Goods. Merz is entitled, after consultation with the Customer, to enter the Customer's premises and to take possession of the Reserved Goods at the Customer's expense and, without prejudice to the Customer's payment and other obligations, to sell them by private sale or by auction at the best possible price. The proceeds from the sale shall be credited to the Customer's liabilities after deduction of any costs incurred. Any surplus shall be disbursed. In addition, at Merz's request, the Customer must provide the names of the debtors to the claims assigned to Merz so that Merz can disclose the assignment and collect the claims.

4.8 If the realizable value of Merz's securities exceeds the amount of the claims to be secured by more than 10% in total,

Merz shall release securities of its choice at the Customer's request.

5. Condition of the deliverables, notice of defects and rights in the event of defects, limitation of damages

5.1 Merz warrants that the deliveries and Performances are free of defects, in particular that the agreed goods or Performance specifications are complied with. This does not apply to experimental work or work for which no success is owed. For consumables, the indicated expiry date applies (Expiry Date). Merz is not liable for defects or damages caused by transportation.

5.2 Documents, illustrations, drawings, weights and dimensions in advertising materials and on Merz's Internet pages are depicted as accurately as possible, but are only approximate values and do not constitute contractual specifications of the goods, unless they are expressly marked as binding. Merz reserves the right to make improvements and dimensional changes to a commercially reasonable extent and not unreasonable to the Customer. Merz does not give any guarantees, representations or warranties of any kind unless they have been expressly agreed in writing.

5.3 The Customer must carefully inspect the delivered goods upon delivery. Obvious defects must be reported in writing immediately, but at the latest within five (5) days of delivery. Obvious defects are understood to be defects that are recognizable at first glance during the delivery inspection.

5.4 Other defects must be reported in writing within five (5) days of discovery.

5.5 In case of a timely and justifiable notice of a defect, the Customer shall be entitled, at Merz's discretion, to rectification of the defect or, insofar as it concerns a delivery of goods, to the delivery of a defect-free item ("**Subsequent Performance**"). Otherwise, the goods shall be deemed accepted with regards to such defects. Subsequent Performance shall take place at the place of original delivery; it shall only be deemed to have failed after at least three (3) unsuccessful attempts. Replaced parts shall become the property of Merz. Goods claimed to be defective may only be returned to Merz with Merz's written consent and at the Customer's expense.

5.6 The warranty is no longer valid if the Customer modifies the work result or the delivery item (or has it modified by third parties) without Merz's consent and such modification makes it impossible or unreasonably difficult to remedy the defect.

5.7 Claims for defects shall become time-barred twelve (12) months after the transfer of risk, to the extent permitted by law. Merz shall not be liable for defects if the storage conditions specified by Merz are not met or shelf-life limits are exceeded.

5.8 Merz's liability for damages, regardless of the legal grounds, including inter alia, impossibility, delay, defective or incorrect delivery, breach of contract, breach of obligations during contract negotiations or tort, is limited to willful misconduct and gross negligence. This shall not apply in the event of a breach of essential contractual obligations or for damages resulting from injury to life, limb or health. In the event of a breach of essential contractual obligations, Merz shall also be liable for simple negligence, but limited to the foreseeable damage typical for the contract. Insofar as the liability of Merz is excluded or limited, this shall also apply to the personal liability of employees, workers, staff, representatives and agents of Merz.

6. Invoice and payment, prohibition of set-off

6.1 The agreed prices are net prices. Merz shall invoice the Customer for the value added tax due on the Performance, unless expressly agreed otherwise.

6.2 The Customer must pay the invoice within thirty (30) days of the invoice date, without any deductions.

6.3 The Customer shall owe Merz default interest in the amount of nine (9) percentage points above the base interest rate as of the expiry of the payment deadline plus a flat-rate processing fee in the amount of 40 EUR. Merz reserves the right to assert higher damages caused by the default.

6.4 The Customer may only offset with counterclaims or withhold payments due to such claims if the counterclaims are undisputed or have been established by a final court decision.

7. Documents, confidentiality and rights of use

7.1 Models, samples, drawings, data, materials and other documents which Merz makes available to the Customer shall remain the property of Merz and may only be used by the Customer in compliance with the applicable legal provisions, in particular the protection of intellectual property.

7.2 Subject to statutory, judicial or public authorities' disclosure obligations, the Customer undertakes to keep confidential all technical, scientific, commercial and other information provided to the Customer by Merz directly or indirectly in relation to the Performances or agreed as part of the Performance (in particular, but not limited to, special conditions) (hereinafter "**Confidential Information**") and to disclose or use such Confidential Information only to the extent necessary for the purpose of the provided Performance. This confidentiality obligation shall apply for a period of five (5) years following the provision of the Performance. It shall not apply to the extent that the information, at the time of disclosure, (i) was already lawfully in the Customer's possession, (ii) was already lawfully in the public domain or (iii) was lawfully obtained from third parties. Information disclosed to persons who are subject to a statutory duty of confidentiality with respect to such information is also exempt from this confidentiality obligation. The Customer shall bear the burden of proof for the existence of these exceptions.

7.3 In particular, the Customer undertakes to take all necessary and appropriate precautions and measures to ensure that the Confidential Information obtained is effectively protected against loss and unauthorized access at all times. This includes in particular but not limited to the creation and maintenance of suitable and necessary access restrictions for premises, containers, IT systems, data carriers and other information carriers in or on which Confidential Information is kept, as well as the implementation of suitable instructions for the persons who are authorized to access Confidential Information in accordance with this clause. The Customer may only make Confidential Information accessible to employees, representatives and agents to the extent that this is necessary for the purpose of the provided Performances. Such persons shall be contractually obliged to maintain confidentiality that corresponds to the scope of protection of this clause. At Merz's request, the Customer shall return to Merz all Confidential Information and all copies of the documents and other records containing Merz's Confidential Information or destroy them at Merz's prior written request, with the exception of such copies which the Customer is legally obliged to retain.

8. Data protection, compliance

8.1 The Customer shall inform its affected employees about the processing of their personal data by Merz for the purposes of the Performance of the contract in order to enable Merz to fulfill its information obligations towards these employees in accordance with the data protection laws (www.merztherapeutics.com/fin).

8.2 The Customer shall process personal data that it receives in the course of the Performance of the contract with Merz only to the extent that this is necessary for the Performance of the contract or is otherwise expressly permitted by law.

8.3 If the Customer is based outside the EU or the EEA in a country that does not provide a level of data protection recognized by the European Commission as adequate, Merz has the right to demand the conclusion of EU standard contractual clauses or the compliance with another mechanism for the transfer of personal data to third countries.

8.4 The Customer will conduct its business in compliance with all applicable laws and in accordance with the Merz Code of Conduct for Third Parties, which is available at <https://www.merz.com/thirdpartycodeofconduct> and which will be made available to the Customer as a pdf file upon request.

Merz reserves the right to terminate its business relationship with the Customer with immediate effect if a material breach is evident and no other means of remedy are available. The Customer agrees to provide information for carrying out a business partner check at Merz's request.

8.5 The Customer represents and warrants that neither the Customer nor any of its affiliated parties are listed on any applicable EU, UK or US sanctions list. Affiliated parties are companies in which the customer directly or indirectly holds an interest of at least twenty-five percent (25%) or which control the Customer, as well as any of their managing directors, board members or legal representatives. Merz is entitled to check the Customer and affiliated parties as part of the usual sanctions checks. If the Customer or an affiliated party is listed on an applicable sanctions list during the term of the contract, Merz may terminate the contract with immediate effect, suspend deliveries or reclaim goods already delivered.

9. Severability clause, place of performance, place of jurisdiction and choice of law

9.1 The invalidity or unenforceability of a provision or parts of a provision of these GTCs and/or the contracts referring to them shall not affect the validity of all other provisions contained therein.

9.2 The applicable law shall be German law with the exclusion of the United Nations Convention on Contracts for the International Sale of Goods ("CISG") and with the exclusion of the German conflict of laws rules of private international law.

9.3 The place of performance is Frankfurt am Main. The exclusive place of jurisdiction for all disputes arising out of or in connection with the Performance, these GTC and/or the contract is Frankfurt am Main, Germany, provided that the Customer is a merchant or has no general place of jurisdiction in Germany. Notwithstanding the foregoing, Merz has the right at its discretion to sue the Customer at the Customer's general place of jurisdiction.

10. Force majeure

In the event that the fulfillment of Merz's contractual obligations becomes impossible or considerably more difficult due to circumstances beyond Merz's control (including, but not limited to, natural disasters, epidemics, pandemics, official regulatory provisions and/or actions, war, terrorism, strikes, lockouts, operational disruptions, supply shortages or transport delays), Merz shall be temporarily released from its obligation to fulfill the contract. In these cases, Merz is entitled to postpone the delivery or Performance for the duration of the hindrance and a reasonable start-up time or to withdraw from the contract in whole or in part, without the Customer being entitled to any claims for damages from this. The Customer shall be informed immediately of the existence of force majeure and the expected duration of the hindrance.

11. Pharmacovigilance/side effects

The Customer shall notify Merz by email to product.safety@merz.de within twenty-four (24) hours of receipt of (i) adverse or unexpected drug reactions or (ii) reports of special situations (use during pregnancy or lactation, misuse, abuse, loss of efficacy, use outside approved indications, medication errors or occupational exposure) in humans related to the use of a Merz product, and (iii) any other report of incidents related to the ingestion or use of a Merz product with potential risk (e.g., contamination, discoloration, mislabeling, adulteration, etc.).