

## **General Terms of Delivery (as of January 2024)**

Our following conditions apply for all our current and future supplies and services as far as nothing different has expressly been agreed in writing. This also applies if we do not expressly object to different counter-confirmations or conditions of purchase

We hereby notify you, that we, to the extent necessary for business purposes and as part of the Federal Data Protection Act (§ 26 BDSG) admissible, store and process your data by IT.

### **1. Offer**

#### 1.1

Our offers are subject to change. Contracts are concluded only by our written order confirmation.

#### 1.2

Illustrations and descriptions in our offer documents, as well as freight and weights are only binding if this is explicitly noted. We reserve the right to make technical and engineering changes.

### **2. Delivery Time**

#### 2.1

The delivery period starts with the dispatch of our order confirmation, however not before all essential details of the order have been clarified and all other agreed conditions are fulfilled by the client.

#### 2.2

We reserve the right to make partial deliveries.

#### 2.3.

If call-off orders have been agreed the call-off must be made in adequate time before the desired delivery date.

#### 2.4.

The agreed lead time is adhered, when readiness for shipment is announced.

#### 2.5.

If the customer does not accept the goods on the scheduled date of delivery or is the shipment delayed due to the customer`s request we will charge a storage fee of 1 % of the invoice amount for each started month of delay (for interest, storage and insurance costs)

### **3. Force Majeure**

Force Majeure, operational interruptions, strikes or other unpredictable obstacles beyond our and our sub-suppliers control release us for the duration of the disturbances and their effects of the obligation to deliver.

For You and Planet Blue.

#### **4. Shipping, insurance, transfer of risk**

4.1.

We determine carrier and routing of the shipment unless otherwise agreed in writing with the customer. For shipment, insurance and transfer of risk the latest INCOTERMS revision are applicable.

4.2.

The customer has to provide safe transporting conditions to the assembly area and is responsible for the storage of the goods in a suitable, dry, frost-proof and lockable room.

4.3.

Additional costs incurred by difficult conditions on the premises of the customer shall be borne by the customer.

#### **5. Prices**

5.1.

Unless otherwise agreed, prices shall apply according to the latest version of INCOTERMS EXW (ex-works) plus the applicable VAT on the day of invoicing.

5.2.

Independent for the original contract or order, we reserve the right to pass on cost increases occurring from price adjustments, if the execution is delayed for more than three months for reasons not attributable to BWT Pharma & Biotech GmbH.

#### **6. Payments**

6.1.

Customer payments are to be made only to us directly to one of our bank accounts stated on the invoice.

6.2.

For overdue payment we charge maturity and default interest at the statutory rate.

6.3.

If the customer is overdue regarding payments or other circumstances give doubt to his financial solvency, we reserve the right to demand immediate payment of all further claims as well as prepayment or security for further deliveries.

6.4.

For initial transaction prepayment may be required.

6.5.

In the case of suspension of payment, bankruptcy, insolvency or impending settlement requests of the customer any discounts and bonuses that have been granted are first set off against our unsecured claims. In such an event, any bonuses and discounts not already invoiced are void

6.6.

The customer may only offset undisputed, firmly confirmed in writing by BWT Pharma & Biotech GmbH or legally established counterclaims against any of our claims.

## **7. Property**

7.1.

We reserve title to the goods delivered by us until the customer has settled all claims from the business relationship with us.

7.2.

When processing or combining the delivered goods with other items, we acquire co-ownership in proportion to the invoice value of the reserved goods to the other materials.

7.3.

The customer may only sell the reserved goods in the ordinary course of business and may neither pledge nor assign them as security. He has to inform us immediately of any access to the delivered goods by third parties.

## **8. Warranty**

8.1.

For defects we grant guarantee in the manner of, at our sole discretion, rework or replace free of charge of any parts or services, which are damaged, defect or useless within the statutory or agreed warranty period due to circumstances caused by us before transfer of risk.

8.2.

Unless agreed otherwise a warranty period of 12 months applies for spare parts as well as a warranty period of 6 months for services. For wear and tear parts and consumables, no warranty is provided.

8.3.

In particular, we are not liable for defects due to the following points:

- Commissioning without specialized personnel authorized in writing by BWT
- Disregarding the operating instructions. Any changes or modifications to the system or component not authorized in writing by BWT Pharma & Biotech GmbH
- Use of unauthorized operating utilities
- Installation of any non-original spare parts not authorized in writing by Troubleshooting by personnel not authorized by BWT Pharma & Biotech GmbH
- Non-compliance to the maintenance intervals according to the operating instructions

8.4.

Defects in the goods supplied must be notified in writing immediately after receipt of goods.

The same applies for errors of a service conducted by us (installation, commissioning, customer service) for which no acceptance is necessary.

For remediation the customer has to grant us adequate time, access and opportunity.

8.5.

For descriptions, consultations, oral promises, or other changes before, during or after conclusion we do not grant any guarantee. This requires the explicit written confirmation by BWT Pharma & Biotech GmbH as a guarantee.

## **9. Sample**

Samples, drawings and models that are manufactured by us to perform the contract shall remain our property and may not be used either for the customer's personal use or for third parties without the prior written consent of BWT Pharma & Biotech GmbH.

## **10. Services**

For the performance of any services our "Installation & Service Conditions" in the latest version, which will be provided upon request, apply – each in the newest version – which will be provided upon request.

## **11. Indemnity**

Claims for defects and resulting indemnification can only be recognized if quality relevant features confirmed in written form by BWT Pharma & Biotech GmbH are permanently not reached. In case of damages, our liability is limited to the resulting predictable damage at the time of transaction, however not exceeding the net order value. Other indemnification is excluded.

## **12. Limitation of liability**

Under no circumstances shall the purchaser be entitled to claim compensation for damages not caused to the delivered item itself such as loss of production, loss of use, loss of orders, loss of profit and other direct, indirect, or consequential damages. The limitation of liability does not apply to unlawful intent or gross negligence of BWT Pharma & Biotech GmbH. The disclaimer does not apply, insofar as it precludes mandatory law.

## **13. Jurisdiction, Applicable Law**

### **13.1.**

Jurisdiction for all direct and indirect disputes resulting of the contractual relationship is Stuttgart, Germany. However, we are also entitled to make claims at the place of business of the customer.

### **13.2.**

German law applies under the exclusion of the CISG

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