

General Terms and Conditions of

axunio Pharma GmbH

Status: July 2018

§ 1 General Definitions

- 1.1 In the following General Terms and Conditions, axunio Pharma GmbH, Van-der-Smissen-Str. 1, 22767 Hamburg, is referred to as "axunio". The contractual partner of axunio is the "Buyer", the contractual relationship to be concluded the "contract".
- 1.2 The object of axunio's contractual obligations, including those relating to the sale and delivery of goods, is the "performance".

§ 2 Validity of the Terms and Conditions

These General Terms and Conditions shall apply to contracts concluded by axunio Pharma GmbH, Hamburg with entrepreneurs, legal entities under public law and special funds under public law ("Buyer") concerning the sale of goods, in particular medicinal products. Any deviating terms and conditions of purchase or other restrictions of the Buyer shall not become part of the contract unless they are expressly accepted by axunio in writing. Even if the buyer refers to a letter that contains of the buyer or of a third party or refers to such, this shall not be construed as an agreement to the validity of those with the validity of those general terms and conditions.

§ 3 Orders and order acceptance

- 3.1 Orders shall be accepted, processed and dispatched on behalf of and for the account of axunio by axunio's external warehouse SK Pharma Logistics, Heitland 8, 3372 Bielefeld. The minimum order value per order is 300.00€ net (excluding VAT).
- 3.2 Some of axunio's products are only supplied in bundles. The bundles available for the individual products are indicated in the IFA database. If the ordered quantities deviate from the bundles, axunio shall be entitled to adjust the order quantity independently to the next full bundle. This does not constitute a wrong delivery.
- 3.3 Offers from axunio are subject to change and are non-binding. Orders placed by the Buyer are only binding for axunio if they have been expressly confirmed by axunio or axunio has provided the service. In the case of obvious typographical or arithmetical errors in the order confirmation, axunio is entitled to withdraw from the order confirmation on which the order is based.
- 3.4 The service must only have the quality specified in writing in the contract. These characteristics conclusively describe the service. axunio is entitled to unilaterally change if this is carried out on the basis of statutory regulations and the use presumed under the contract is not impaired as a result.
- 3.5 In the case of orders which deviate from the specifications in the price list in terms of packaging, weight, the quality of the service and the price list, axunio shall be entitled to supply the service in accordance with the price list quality that comes closest to the Buyer's order, provided that this does not impair the use of the goods

§ 4 Prices and shipping costs

- 4.1 axunio's prices are net prices in euros plus the applicable value added tax and are ex works (Incoterms 2010) warehouse of axunio. axunio shall be free to choose the transport company as well as the type of transport. The risk shall also pass to the buyer upon dispatch from axunio's warehouse even if carriage paid delivery has been agreed.
- 4.2 The prices are based on the valid prices at the time of dispatch of the delivery.

- 4.3 axunio will bear the shipping costs. The costs of a special form of transport requested by the buyer, in particular the costs for special and express deliveries, as well as express fees or the costs for parcel services, shall be borne by the buyer. This also applies to delivery charges in the context of postal consignments, cash on delivery charges and surcharges for airmail items.
- 4.4 The stated delivery conditions apply exclusively to deliveries within Germany. Additional expenses (e.g., transport costs, customs and insurance fees) for deliveries abroad shall be borne by the buyer.

§ 5 Delivery time and dispatch

- 5.1 If a delivery time is agreed or required, the following applies: the delivery dates stated by axunio are non-binding unless they have been expressly confirmed by axunio in text form as a "binding delivery date".
- 5.2 If dispatch is delayed due to circumstances for which the Buyer is responsible, the risk shall pass to the Buyer at the time of readiness for dispatch. The costs arising from the delay (in particular storage costs) shall be borne by the Buyer.
- 5.3 axunio is not obliged to insure the consignment against damage in transit or to have it insured, unless axunio has assumed such an obligation in writing at the Buyer's request. The costs of such transport insurance will generally be passed on to the Buyer.
- 5.4 axunio is entitled to make partial deliveries at any time unless the partial delivery is of no interest to the Buyer. axunio may issue a corresponding partial invoice to the Buyer for partial services.
- 5.5 If the Buyer is in default of acceptance, axunio shall be entitled to a lump-sum expense allowance of 0.5% of the invoice value of the relevant service for each full week of default in acceptance. The amount is to be reduced if the Buyer proves that the actual damage is lower - axunio's claims in excess of this shall remain unaffected.

§ 6 Retention of title

- 6.1 All goods supplied by axunio remain its property until the purchase price has been paid in full and all claims resulting from the business relationship have been settled (extended reservation of title).
- 6.2 Any disposition of the goods subject to retention of title by the buyer is only permitted in the regular course of the buyer's business. Under no circumstances, however, may the goods be the goods to third parties as security in the ordinary course of business.
- 6.3 In the event of sale of the goods in the ordinary course of business, the purchase price paid shall take the place of the goods. The Buyer hereby assigns all claims arising from any sale to axunio. The Buyer is authorised to collect these claims for as long as it fulfils its payment obligations to axunio. With regard to the extended retention of title (advance assignment of the respective purchase price claim), assignment to third parties, in particular to a credit institution, is in breach of contract and therefore inadmissible.
- 6.4 If the Buyer's claim from the resale has been included in a current account, the Buyer hereby also assigns to axunio its claim from the current account against its customer. The assignment shall be in the amount that axunio had charged the Buyer for the resold reserved goods.
- 6.5 In the event of seizure of the goods at the Buyer's premises, axunio shall be notified immediately, sending a copy of the execution protocol and an affidavit that the seized goods are the goods delivered by axunio and subject to retention of title.
- 6.6 The assertion of axunio's rights under the retention of title does not release the Buyer from its contractual obligations. The value of the goods at the time of repossession will only be deducted from axunio's existing claim against the buyer.

§ 7 Terms of payment

- 7.1 Unless otherwise agreed in writing, the Buyer shall pay for axunio's services after they have been carried out within 30 days of the invoice date without any deductions. The timeliness of payment shall be the date on which the money is received or unconditionally credited to axunio's account.
- 7.2 The payment must be conducted by a bank transfer to axunio. axunio is not obliged to accept a payment by cheque or bill of exchange.
- 7.3 In the event that the payment deadline pursuant to § 7.1 is exceeded, interest on arrears shall be payable at a rate of 8 % above the relevant base interest rate of the Deutsche Bundesbank on the invoice amount. The offsetting with counterclaims of the buyer or the retention of payments because of such claims only counterclaims are undisputed or have been established by a court of law.
- 7.4 axunio may, in the event of late payment, make a one-off payment of 5% of the purchase price as compensation for the administrative costs incurred. The amount is to be reduced if the buyer proves that the actual expenditure is lower than the lump sum in accordance with sentence 1.
- 7.5 In addition to its statutory rights, axunio shall be entitled in the event of a delay in payment by the Buyer to further deliveries under other contracts or to make them dependent on the provision of security or advance payment.

§ 8 Liability for defects

- 8.1 In the event of recognisable defects in the packaging, the buyer shall, upon receipt of the goods, notify the carrier of the damage to the transport company and to note it on the confirmation of receipt. The Buyer must also notify axunio of any such defects without delay, but at the latest within 3 working days at the latest.
- 8.2 The Buyer is obliged to inspect the delivered goods immediately upon delivery and to notify axunio of any defects without delay, but within 14 calendar days, in writing (whereby text form (email, fax) is sufficient) and stating the order details. Defects that are not reported immediately, i.e., in contravention of the above obligation, are excluded from the warranty.
- 8.3 In the case of hidden defects, the buyer shall notify the defect in accordance with the sentences above immediately after their discovery.
- 8.4 In the event of a defect, axunio must be notified of the need to return the goods to axunio in text form. Returns that are made without the prior consent of axunio will not be accepted by axunio.
- 8.5 The Buyer will bear the costs of the return shipment.
- 8.6 The existence of a defect identified as such and notified by effective notice of defect shall give rise to the following rights of the buyer:
- a) The right to choose whether the item is to be redelivered or the defect is to be remedied, shall be at axunio's discretion.
 - b) The Buyer will only have the right to withdraw from the contract if repeated subsequent performance fails.
 - c) The Buyer's right to claim damages on the grounds of a breach of axunio's obligation to delivery of defect-free goods is limited in amount to the value of the delivery. Liability for indirect damage is excluded.
- 8.7 The warranty period shall be one year from delivery. For claims for damages of the buyer which are asserted within the warranty, and which are directed towards the compensation of bodily injury or damage to health or are based on gross negligence, the shortened limitation period shall not apply.
- 8.8 § 8.7 does not apply to quality-related defects in the goods themselves. In the case of such defects the warranty period shall only end upon expiry of the expiry date.

§ 9 Miscellaneous

Claims for compensation shall only exist for direct damage caused by intentional or grossly negligent breach of axunio's obligations. Liability is - as far as permissible - limited to the value of the delivery.

§ 10 Resale

- 10.1 axunio's products may only be offered or sold in their unaltered original packaging and not in partial quantities.
- 10.2 In accordance with applicable laws, wholesalers may only sell axunio's medicinal products to pharmacies.

§ 11 Jurisdiction and place of performance

- 11.1 Without axunio's prior written consent, the Buyer may not assign the rights and obligations arising from axunio to third parties.
- 11.2 The place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship will be axunio's registered office. All obligations arising from the contractual relationship shall be deemed to be performed at axunio's registered office of the warehouse.
- 11.3 The law of the Federal Republic of Germany shall apply in all cases, in particular in the case of cross-border deliveries.
- 11.4 The United Nations Convention on Contracts for the International Sale of Goods of 11. April 1980 (CISG) shall not apply.

§ 12 Severability

Should any provision of these General Terms and Conditions be or become invalid, unenforceable, or incomplete, this shall not affect the validity of the remaining provisions. In place of the ineffective, impracticable, or missing provision, the provision shall be deemed agreed which the parties would reasonably have agreed if they had been aware of the invalidity, impracticability or incompleteness.