

## Standard Terms and Conditions of Purchase

### 1. Scope

1.1. The present General Purchasing Conditions (AEB) will be exclusively applicable in legal relations with contractors.

1.2. All deliveries, services and offers by our contractual partners are made exclusively on the basis of these General Purchasing Conditions. They are an integral part of all contracts that we conclude with our contractual partners for the goods or services they offer.

1.3. Our General Purchasing Conditions will also apply to all future goods, services or offers to the client, even if they are not agreed separately.

1.4. General Purchasing Conditions of our contractual partners or third parties will not apply, even if we do not specifically object to their inclusion in individual cases. Even if we refer to a letter containing or referring to the purchasing conditions of the contractual partner or a third party, this does not imply acceptance of the validity of such purchasing conditions.

### 2. Conclusion of contract, partial services

2.1. Insofar as our offers do not expressly indicate a commitment period, we will be bound by them for one week after the offer date. The benchmark for timely acceptance is the receipt of the declaration of acceptance by us.

2.2. Unless a longer acceptance period is granted in the General Purchasing Conditions of our contractual partner or in the offer, we will be entitled to accept offers from the contractual partner within one week; they will be binding for as long as they remain in force. A notice to the contractual partner in electronic form is sufficient for timely acceptance.

2.3. We will be entitled to terminate the contract at any time by means of a written notice stating the reasons if we are no longer able to make use of the ordered goods/services in our commercial operations due to circumstances occurring after the conclusion of the contract. In this case, we will reimburse the contractual partner for the partial performance rendered by him.

2.4. Subsequent changes to the contract concluded must always be made in writing to become effective.

### 3. Prices and terms of payment

3.1. The price stated in the order is binding and includes the statutory value added tax.

3.2. Unless expressly agreed otherwise in writing, the price includes delivery and transport to the shipping address stated in the contract as well as packaging.

3.3. We are entitled to pay the purchase price within 14 days after delivery of the goods/service and receipt of invoice with 3% discount or within 30 days net, unless otherwise agreed. For the timeliness of the payments owed by us, it is sufficient for our transfer order to have arrived at our bank.

3.4. In the event of default in payment, the contractual partner will be entitled to claim arrears interest in the amount of five percentage points above the base interest rate in accordance with §247 BGB.

### 4. Delivery time and delivery, transfer of risk

4.1. The delivery time stated by us in the order or otherwise determined according to these General Purchasing Conditions will be binding.

4.2. The contractual partner will be required to inform us immediately in writing if circumstances arise or become apparent which indicate that the delivery time cannot be met.

4.3. In the event of a delay in delivery, we will be unrestrictedly entitled to our legal rights, including the right to withdraw from the contract and the right to claim damages in lieu of performance after the fruitless expiry of a reasonable grace period.

4.4. In the event of delays in delivery, we will be entitled to claim a contractual penalty in the amount of 0.5%, with a maximum of 5%, of the respective order value for each commenced week of delay in delivery after prior written notification to the supplier. The contractual penalty will be set off against the damage caused by delay to be compensated by the contractual partner. However, the contractual partner reserves the right to prove that no or less damage has occurred, in which case this compensation will be the benchmark.

4.5. The contractual partner will only be entitled to make partial deliveries with our prior written consent.

4.6. The risk will not pass to us, even if shipment has been agreed, until the goods are handed over to us at the agreed destination.

### 5. Set-off and retention

5.1. The contractual partner will only be entitled to set-off against our claims if the item presented for set-off has either been legally established or acknowledged by us in writing.

5.2. We are entitled at any time to set off against claims of the contractual partner or to make use of our right of retention if the preconditions for this are met.

### 6. Obligations of the contractual partner

6.1. We reserve the right of ownership or copyright to all drawings, illustrations, calculations, descriptions and other documents made available to the contractual partner. The contractual partner may not make them available to third parties or use or reproduce them himself or through third parties without our express consent. He will return these documents to us in full on our request if they are no longer required by him in the ordinary course of business or if negotiations do not lead to the conclusion of a contract. In this case, he must destroy copies of them made by the contractual partner in so far as he is not required by law to store the data or the storage of the data is carried out for backup purposes within the scope of standard data backup.

6.2. The contractual partner is required to keep the conditions of the order and all information and documents provided for this purpose (with the exception of information already in the public domain) secret for a period of five years after the conclusion of the contract and to use them only for the performance of the order. He will return them to us immediately after resolution of enquiries or after completion of orders on request.

6.3. Without our prior written consent, the contractual partner may not refer to the business relationship in advertising material, brochures, etc. and may not exhibit delivery items manufactured for us.

6.4. The contractual partner will impose an obligation on its subcontractors in accordance with Clauses 6.2 and 6.3.

### 7. Warranty

7.1. In the case of defects, we will be entitled to the statutory claims without restriction.

7.2. The warranty period is three years.

7.3. Material defects in the delivery of goods will be deemed to have been notified in good time if we notify the contractual partner of them within 14 calendar days of receipt of the goods. Hidden material defects are notified in good time if notification is made to the contractual partner within 14 calendar days of discovery.

### 8. Liability

8.1. The contractual partner will be liable for all claims asserted by third parties for personal injury or damage to property that are attributable to a defective product delivered by him; he will undertake to indemnify us from the resulting liability vis-à-vis the respective third party.

8.2. The contractual partner gives an undertaking that no property rights of third parties are infringed by products delivered by him. He undertakes to indemnify us from all claims raised by third parties against us on account of such an infringement of industrial property rights and to reimburse us for all necessary expenses in connection with this claim. This claim is independent of any fault of the contractual partner.

8.3. In other respects, the liability of both parties will be governed by the statutory provisions.

### 9. Ban on assignment

The contractual partner may not assign his claims from the contractual relationship to third parties, except for a monetary claim.

### 10. Final provisions

10.1. The place of performance for both parties and the exclusive legal venue for all disputes arising from the contractual relationship is at the company's seat of Ipsen.

10.2. The contracts concluded between us and the contractual partner will be governed by the law of the Federal Republic of Germany to the exclusion of the Convention on the International Sale of Goods (UN Convention on Contracts for the International Sale of Goods).

10.3. Should a provision of the General Purchasing Conditions be or become invalid, this will not result in the invalidity of the remaining provisions. In this case, the statutory provisions will apply.