

General Terms and Conditions of Purchase Green Elephant Biotech GmbH

1) GENERAL INFORMATION

- a) Unless otherwise agreed in writing between Green Elephant Biotech GmbH (hereinafter referred to as "Company") and the contracting party (hereinafter referred to as "Contractor", both jointly referred to as the "Contracting Parties"), these General Terms and Conditions of Purchase (hereinafter referred to as "GCP") shall apply to all deliveries and services ordered by the Company. These GCP shall also apply in particular to contracts for the sale and/or delivery of movable goods (hereinafter referred to as "Goods").
- b) Any deviating General Terms and Conditions of the Contractor shall only apply if and insofar as they have been expressly recognized by the Company in writing. This shall also apply if the Contractor refers to its General Terms and Conditions; in this case, no objection by the Company shall be required.
- c) Orders by the Company and all related declarations are only binding if they are made at least in text form in accordance with Section 126b BGB (e-mail is sufficient - "text form") or as an order in an e-procurement system. The text form within the meaning of these GCP shall also be deemed to have been complied with if the order is transmitted electronically. In this respect, transmission by unencrypted e-mail is sufficient.

2) OFFER, ORDER, ORDER CONFIRMATION

- a) The offer shall be submitted to the Company free of charge and without obligation.
- b) The Contractor must adhere to the inquiry in the offer with regard to quantity, quality and design and, in the event of a deviation, expressly point this out.
- c) The Contractor shall generally be bound by its offer for 30 days, unless a longer binding period is agreed. In order to be binding, the Company's order must be made in writing in accordance with clause 1, paragraph c of the GCP.

- d) Verbal agreements shall only be valid if the Company confirms them at least in text form. Orders placed by the Company must be confirmed by the Contractor without delay, at least in text form. If the Contractor does not accept the order in writing within 10 working days of receipt, the Company shall be entitled to cancel the order.

3) DELIVERY / PROVISION OF SERVICES

- a) The place of performance shall be the respective registered office of the Company, unless the Contracting Parties have agreed otherwise.
- b) If, in the case of deliveries of Goods, the Contractor or a third party commissioned by the Contractor undertakes the unloading of the Goods in whole or in part or if the Goods are unloaded using unloading facilities of the Contractor or a third party commissioned by the Contractor, the risk shall not pass until these activities have been completed or as soon as the Goods have left the unloading facilities.
- c) The agreed date for delivery of Goods or provision of services is binding. Compliance with the agreed date shall be determined by the respective receipt of defect-free Goods by the Company. The Company shall be entitled to have the delivery or provision of services interrupted for a reasonable period of time. In this case, the delivery time or the period of service provision shall be extended by the period of interruption.
- d) The Contractor shall be obliged to request the documents to be provided by the Company for the execution of the order in good time.
- e) If the Contractor realizes that the delivery of Goods or provision of services cannot take place on time, it shall inform the Company of this immediately in writing. The Contractor shall state the reason and the expected duration of the delay. The unconditional acceptance of a delayed delivery or service shall not constitute a waiver of the claims to which the Company is entitled due to the delayed performance, in particular claims to an agreed contractual penalty. This shall apply until the final payment for the service

concerned. Further claims for damages shall remain unaffected.

- f) At the Company's request, the Contractor shall collect or arrange for third parties to collect all packaging, transport and sales packaging from the place where it is to perform.
- g) The Contractor shall be obliged to enclose a delivery bill in duplicate for the Company with each delivery of Goods, stating the order number, the designation of the Goods with the Company's corresponding material number and the intended place of receipt and unloading. Any necessary operating and maintenance instructions must also be enclosed with the delivery. Otherwise, the Company shall not be responsible for any resulting delays in processing.

4) CONTRACTUAL PENALTY

In the event of delayed delivery or provision of services, the Company shall, in addition to the claim for performance, be entitled to payment of a contractual penalty in the amount of 0.25 percent of the net order value per calendar day of delay in delivery or provision of services up to a total of five (5) percent of the net order value, unless the Contractor can prove that it is not responsible for the delay or that the Company has suffered less damage. The acceptance of a delivery or service as fulfillment does not imply the waiver of any claims arising from contractual penalties, even without express reservation. The claims can be asserted up to the final payment. Further claims for damages exceeding the contractual penalty remain unaffected.

5) CONFIDENTIALITY, DATA PROTECTION

- a) The Company reserves the right of ownership and copyright to all documents provided in connection with the order. They may not be made accessible to third parties without the written consent of the Company. They shall be used exclusively for the performance of the contractual services and shall be returned to the Company immediately upon conclusion of the contract or upon non-acceptance of an order without being requested to do so. Any copies must be destroyed immediately.

- b) The Contractor undertakes to maintain secrecy about all business, operational and technical matters of the Company that become known or become known to it in connection with the delivery of Goods or provision of services, even beyond the end of the contractual relationship, as long as and insofar as this information has not become generally known to the public through no fault of the Contractor or the Company has waived confidentiality in writing.
- c) The Contractor may only advertise the existing business relationship with the written consent of the Company.
- d) The Contractor agrees to process personal data in accordance with Regulation (EU) 2016/679 - General Data Protection Regulation (GDPR) and the applicable national implementation regulations as well as other relevant data protection regulations, to treat such data confidentially and not to process such data outside the purpose of the respective contract.
- e) Personal data shall only be passed on to third parties if this is necessary for the performance of the contract or if there is a legal obligation to pass it on. If third-party service providers are used by the Contractor to fulfill the contract, they shall be contractually obliged to comply with data protection in accordance with the provisions of the GDPR.
- f) The Contractor shall take technical and organizational measures to protect the confidentiality, availability and integrity of the personal data provided by the Company to the extent provided for by the relevant data protection regulations. In particular, the Contractor undertakes to oblige all employees employed by it to maintain confidentiality with regard to personal data and to instruct them accordingly with reference to the fine and penalty provisions of the GDPR.

6) PRICES / TERMS OF PAYMENT

- a) The agreed net prices are fixed prices and include all services and ancillary services of the Contractor (e.g. assembly, installation) as well as all ancillary costs (e.g. packaging, freight

including any transport insurance). The statutory value added tax and any additional taxes incurred shall be shown separately on the invoice.

- b) Unless otherwise agreed in a separately concluded individual delivery contract, the price stated in the order shall be binding.
- c) Invoices of the Contractor must comply with the legal requirements and must always be submitted to the Company in electronic form.
- d) Unless otherwise agreed, payments shall be made either within 14 days with a 2% discount or net after 60 days after delivery of the Goods or provision of service and receipt of a proper invoice.
- e) In the event of defective delivery of Goods or service performance, the Company shall be entitled to withhold payment in full or in part until proper performance.

7) RETENTION OF TITLE, OFFSETTING, RIGHT OF RETENTION

- a) Unless otherwise agreed in a separately concluded individual delivery contract, the Goods shall immediately become the property of the Company upon handover to the Company. The Company shall not recognize any retention of title by the Contractor.
- b) The Contractor shall only be entitled to withhold the delivery of Goods or the provision of services due to or to offset counterclaims if these counterclaims are undisputed or have been legally established.

8) MATERIAL DEFECTS, WARRANTY

- a) The Contractor shall be responsible for the Goods and services being free of defects and for the existence of guaranteed characteristics. In particular, the Contractor warrants that the delivered Goods and services comply with the state of the art in science and technology, the generally recognized technical and occupational health regulations and, if applicable, the relevant medical and pharmaceutical safety regulations of authorities and professional associations and are in accordance with the applicable legal provisions. If machines,

devices or systems are the subject of the service, they must also meet the requirements of the special safety regulations for machines, devices and systems applicable at the time of fulfillment of the contract and have a CE mark.

- b) An incoming Goods inspection shall only take place with regard to obvious defects, transport damage, completeness and identity of the Goods. Such defects shall be reported to the Contractor within ten (10) days of delivery, other defects within ten (10) days of their discovery. These other defects are the subject of the Contractor's outgoing goods inspection. In this respect, the Contractor waives the objection of late notification of defects.
- c) Claims for defects shall become statute-barred in accordance with the statutory limitation periods, irrespective of the respective legal grounds; deviating individual contractual limitation periods shall remain unaffected.
- d) In the event of defects, the Company shall be entitled to demand subsequent performance in accordance with the statutory provisions (in the case of deliveries of Goods) or performance in accordance with the contract (in the case of services). The choice of the type of subsequent performance lies with the Company, the costs of subsequent performance shall be borne by the Contractor. The Contractor shall be guided by the Company's operational requirements when handling subsequent performance. If subsequent performance is not provided due to one of the reasons stated in the law, the Company shall be entitled to the other statutory rights in the event of defects. The Company's rights arising from statutory provisions and from any guarantees shall remain unaffected by this.
- e) If the Contractor fails to fulfill its obligation to provide subsequent performance within the set, reasonable period without having the right to refuse subsequent performance, the Company shall be entitled to remedy the defect itself or have it remedied by a third party at its own expense. The Company may demand an advance payment from the

Contractor for the expenses required to remedy the defect.

- f) If the Company incurs costs for an incoming goods inspection exceeding the agreed or usual scope as a result of the defective delivery, the Contractor shall bear the costs.
- g) For parts newly delivered or repaired by the Contractor by way of subsequent performance, the limitation period shall begin to run anew insofar as the same cause of the defect is affected.

9) LIABILITY

- a) The Contractor shall be liable within the scope of the statutory provisions.
- b) The Contractor shall indemnify the Company against all direct and indirect claims of third parties arising from product and manufacturer's liability which are attributable to a defect in the delivery item, insofar as the cause lies within the Contractor's sphere of control and organization.
- c) The Contractor shall also reimburse the Company for the expenses and costs incurred by the Company in the cases of clause 9.1. due to corrective measures required in terms of type and scope, such as public warnings or product recalls. The Company shall inform the Contractor immediately of the implementation of such measures. Further statutory claims shall remain unaffected.

10) SUBCONTRACTOR

- a) The use of subcontractors is only permitted with the prior written consent of the Company.
- b) The Contractor shall be responsible for the actions, failures and omissions of its approved subcontractors as if they were its own.

11) INSURANCE

The Contractor is obliged to take out sufficient business and product liability insurance with a sum insured of at least ten (10) million euros (€) per insured event and at least 20 million euros (€) per annum and to maintain it during the ongoing business relationship with the Company, including the limitation periods. Upon request, the

Contractor shall submit a duplicate of the insurance contract or a corresponding confirmation of insurance.

12) RIGHTS OF THIRD PARTIES

- a) No third-party property rights may be infringed by the delivery or provision of services and their respective utilization or use by the Company. This includes in particular patents, trademarks, utility models and designs, as well as copyrights.
- b) If the exploitation or use of the delivery or service provision by the Company is impaired by existing third-party property rights, the Contractor shall either acquire the corresponding approval within a reasonable period of time at its own expense or modify or replace the affected parts of the delivery or service in such a way that the exploitation of the delivery or service no longer conflicts with any third-party property rights and at the same time complies with the contractual agreements.
- c) Insofar as an infringement of third-party property rights is attributable to the Goods delivered or services rendered, the Contractor shall, at its own expense, defend itself against claims asserted by third parties against the Company due to infringements of property rights resulting from the Contractor's deliveries and services. The Contractor shall indemnify the Company against all claims arising from the infringement of such industrial property rights insofar as the Contractor is responsible for them. The limitation period for these claims is three (3) calendar years, beginning with the delivery of the Goods.

13) GRANTING OF RIGHTS FOR SERVICES

- a) The Contractor shall grant the Company the exclusive and irrevocable right, unrestricted in terms of territory, time and content, to any work results ("Work Results") created within the scope of services at the time of their creation, in all known types of use, as well as the sole and unrestricted right of ownership to those Work Results to which such a right can be established and transferred. In particular, the Company shall be entitled without

restriction to reproduce, edit (including combining software with other programs, redesigning, converting into other programming languages and for other operating systems), transfer to other forms of presentation and otherwise modify, continue and supplement the Work Results, distribute them in unchanged and modified form, publicly reproduce them by wire or wireless means, grant sublicenses and transfer all rights of use granted under this contract.

- b) Insofar as Work Results arise which may be protected by industrial property rights, the Contractor shall be obliged to notify the Company of this immediately in writing. The Company shall be free to have these industrial property rights registered in its name. The Contractor shall provide the Company with comprehensive support in this respect, in particular by immediately providing the information required for this purpose and by making all necessary declarations and taking all necessary measures. The Contractor shall be prohibited from carrying out a corresponding registration in its name or that of a third party or from directly or indirectly supporting third parties in doing so.
- c) The granting of rights shall be compensated by the full payment of the remuneration.

14) FORCE MAJEURE

- a) Cases of force majeure which prevent the Contractor from fulfilling its delivery obligations in whole or in part shall release it from the fulfillment of its delivery obligations until the force majeure ceases to exist, provided that the Contractor informs the Company of the occurrence of the event and the consequences of its impairment of performance in text form immediately, at the latest within fourteen (14) days of becoming aware of it. The burden of proof for the existence of force majeure lies with the Contractor.
- b) "Force majeure" shall mean all unforeseeable events as well as events which - insofar as they could have been foreseen - are outside the sphere of influence of the parties. This includes in particular, but is not limited to, the

following events: Natural disasters such as floods, storm surges, hurricanes and typhoons as well as other storms on the scale of a disaster, earthquakes, lightning, avalanches and landslides, fire, epidemics, pandemics, war or war-like conditions, riots, revolution, military or civilian coups and government orders through no fault of the parties. The targeted external impact on information and security infrastructures of computer systems in cyberspace, which can be both the location of the attack, the target and the starting point, or the realization of other cyber risks as well as labor disputes, shortages of raw materials and delivery difficulties (e.g. with subcontractors, transport companies) do not constitute force majeure events.

- c) The Contractor shall be obliged to do everything in its power and reasonable to minimize the damage.
- d) If the interruption due to a force majeure event lasts longer than three (3) months, the Company shall be entitled to terminate the contract in whole or in part without the Contractor being able to derive any claims for compensation from this.

15) SECURITY STANDARD SUPPLY CHAIN

The Contractor guarantees, that

- a) goods that are produced, stored, transported, delivered to the Company or taken over by the Company on behalf of the Company
 - i. are produced, stored, processed and loaded at secure operating sites and secure transshipment points;
 - ii. are protected against unauthorized access during production, storage, handling, processing, loading and transport;
- b) that the personnel employed for the production, storage, processing, transportation and acceptance of such goods are reliable;
- c) business partners acting on behalf of the Contractor are informed that they must also take measures to secure the above-mentioned supply chain.

16) COMPLIANCE- AND ANTI-CORRUPTION CLAUSE

- a) The Contracting Parties expressly declare their intention to comply with the relevant statutory provisions in connection with the contractual relationship. Against this background, the Company in particular does not tolerate corruption and expects the Contractor to refrain from any form of corruption.
- b) In particular, the Contractor and its employees undertake in connection with the contractual relationship to comply with the applicable anti-corruption and money laundering laws, the law on the protection of business secrets, the laws on ensuring compliance with collective bargaining agreements and minimum wages and to comply with antitrust, labor and environmental protection regulations.
- c) The Contractor shall demonstrate or establish sufficient control and supervisory measures to effectively prevent misconduct by its employees. If the Contractor discovers that it or its employees have violated or are suspected of violating any of the provisions set out in this Section 16, the Contractor must notify the Company immediately and cooperate with the Company in any investigations.
- d) In the event of a breach of any of the obligations set out in this Section 16 by the Contractor or one of its employees, the Company shall be entitled, without prejudice to any other rights of withdrawal or termination, to withdraw from all existing contracts with the Contractor or to terminate them with immediate effect.
- e) The Company's other contractual and statutory claims shall remain unaffected.
- f) The Contractor shall make reasonable efforts to ensure that its subcontractors comply with the obligations incumbent on the Contractor under this clause 16.

17) ALTERATION OF CONTRACT

The Company may demand changes to the delivery item or the service even after conclusion of the contract, insofar as this is within the scope

of the Contractor's ability to perform and is reasonable for the Contractor. Changes and their effects on prices, delivery time or other conditions must be made in writing in accordance with Section I (c) GCP.

18) TERM, TERMINATION

- a) The Contracting Parties shall agree the term of the contract in the order.
- b) If the contract is a continuing obligation, the Company shall also be entitled to partial termination in the event of ordinary termination rights, insofar as this is reasonable for the Contractor.
- c) If the contract is a continuing obligation, it may be terminated without notice for good cause. Good cause exists in particular in the following cases:
 - i. The Contractor breaches a contractual obligation and does not remedy the breach of duty within a reasonable period of time set by the Company together with a threat of termination.
 - ii. The Contractor has been unsuccessfully warned by the Company, insofar as setting a deadline is out of the question given the nature of the breach of duty.
 - iii. The Contractor has not fulfilled its obligation to pay taxes and/or social security contributions.
 - iiii. The Contractor has suffered a significant deterioration in its assets which jeopardizes the performance of the contract.

19) FINAL PROVISIONS

- a) The law of the Federal Republic of Germany shall apply. The provisions of the UN Convention on Contracts for the International Sale of Goods (UNCI-TRAL/CISG) and the conflict of laws rules of private international law shall not apply.
- b) Customary commercial clauses shall be interpreted in accordance with the Incoterms in the version valid at the time of conclusion of the contract.

- c) For all disputes arising out of or in connection with this contract, the Contracting Parties shall endeavor to settle the dispute through amicable negotiations. If this is not possible, the Contracting Parties agree that the court with jurisdiction for the Company shall have exclusive jurisdiction. However, the Company shall also be entitled to sue the Contractor at the place of jurisdiction of its registered office in accordance with the law applicable there.
- d) Collateral agreements, amendments or supplements must be made in writing to be effective, as must the waiver of the written form requirement. The written form requirement within the meaning of these GTCP is also met by e-mail.
- e) Should individual provisions of these GCP be invalid, this shall not affect the validity of the remaining provisions.

As of July 2024