

## **Terms and Conditions of Purchase BIPSO GmbH as of 06/2024**

### **Sec. 1 – Scope of Application**

1. The contract shall be entered into and performed on the basis of the Terms and Conditions of Purchase of BIPSO GmbH ("BIPSO"). The purchase of goods and products as well as work and services by BIPSO from a supplier ("Supplier" or "Contractor") shall be governed exclusively by these Terms and Conditions of Purchase. Any terms and conditions of the Supplier that conflict with or contradict BIPSO's Terms and Condition of Purchase shall not be recognised by BIPSO. Unless expressly stipulated otherwise in the respective provision, all provisions shall apply equally to purchase contracts, service contracts and contracts for work and services.
2. The Terms and Conditions of Purchase shall only apply to entrepreneurs within the meaning of sec. 310 para. 1 BGB (German Civil Code).
3. The Terms and Conditions of Purchase of BIPSO apply to all future transactions with the same Supplier.

### **Sec. 2 – Offer / Transfer of obligations**

1. Orders and changes to orders shall only be binding if they have been placed or confirmed by BIPSO in writing. Orders placed via electronic merchandise management systems and web portals are also effective.
2. Unless otherwise specified, the Supplier is obliged to accept the order within a period of two weeks by written confirmation or via the electronic merchandise management systems or web portal, otherwise BIPSO is no longer bound by the order. In the event of acceptance of the offer by written confirmation, receipt of the confirmation of acceptance by BIPSO is decisive for timely acceptance.
3. The Supplier is obliged to provide the service owed by it through its own company. Partial or complete provision of service owed by third parties is only possible with the prior express written consent of BIPSO.

### **Sec. 3 – Prices / Terms of payment**

1. The prices stated in the order are binding.
2. The statutory value added tax shall be shown separately in the Supplier's offers and invoices. If this is not the case, the statutory value added tax is included in the Supplier's price.
3. Unless otherwise agreed in text form between BIPSO and the Supplier, the purchase price / services costs shall be payable within 30 days of delivery and receipt of invoice. The receipt of the remittance slip at BIPSO's bank shall be sufficient for the timeliness of the payment owed by BIPSO.
4. If the object of the contract is the provision of work/service performed by the Supplier, acceptance shall take the place of delivery.
5. BIPSO shall only be in default if the Supplier issues a written reminder after the due date for payment.
6. In the event of default in payment, BIPSO shall owe default interest at a rate of nine percentage points above the base rate in accordance with sec. 288 para. 2 BGB.

### **Sec. 4 – Investigation of defects / Commercial transaction**

1. BIPSO is released from the statutory obligation to immediately inspect the delivered goods and to immediately report any defects if, due to the nature of the delivered goods, an inspection, even a random inspection, upon delivery may lead to quality impairments of the goods. In the case of obvious defects or obvious deviations in quantity, the defects must be reported within two working days. The date of dispatch shall be decisive for the timeliness of the notification of defects.
2. BIPSO shall only be obliged to give notice of defects in case of partial deliveries if this has been expressly agreed with the Supplier.
3. Otherwise, sec. 377 para. 5 HGB (German Commercial Code) applies.

### **Sec. 5 – Warranties**

1. The object of purchase shall be delivered free of material defects and defects of title. If a specific quality of the object of purchase has not been agreed, it shall be free of defects if, at the time of the

transfer of risk to BIPSO, it is suitable in the ordered quantity / number for the use assumed under the contract or is suitable for normal use and has a quality that is customary for items of the same type and can be expected by BIPSO according to the type of object of purchase. In the case of agreed assembly, a material defect shall also exist if this was carried out incorrectly by the Supplier or its vicarious agents.

2. In addition, the Supplier must fulfil the technical and statutory provisions applicable at the time of the order for the use or processing of the object of purchase.

3. In the event of a defective delivery (material defect or defect of title), BIPSO shall be entitled, at its own discretion, to subsequent fulfilment by repair or replacement delivery of the object of purchase. The Supplier shall bear the costs of rectification. If BIPSO has unsuccessfully set the Supplier a reasonable deadline for performance or subsequent fulfilment, BIPSO may reduce the purchase price or, if the defect is not insignificant, withdraw from the contract. In the event of any kind of culpable breach of duty by the Supplier towards BIPSO in connection with the conclusion and performance of the contract or in the event of default by the Supplier with regard to a due service not rendered or not fully rendered by the Supplier, BIPSO may also assert claims for damages or demand compensation for expenses incurred in reliance on receipt of the service.

4. If the subject of the contract is a work performance and this is not provided by the Supplier free of defects or in a manner other than the work ordered or in too small a quantity, BIPSO is entitled to subsequent fulfilment. The Supplier may choose between rectification of the defect and new production. The Supplier shall bear the costs of subsequent fulfilment. BIPSO is entitled to remedy the defect by itself and to claim compensation for the expenses associated with the self-remedy if a reasonable deadline set for the Supplier for subsequent fulfilment has expired without success. Under the same conditions, BIPSO shall be entitled to payment of an advance by the Supplier in the amount of the expected costs of self-fulfilment. If a grace period set for the Supplier to remedy the defect has expired without success, BIPSO may also reduce the remuneration for the work to a reasonable extent or withdraw from the contract, provided that BIPSO is not wholly or partially responsible for the defect or the defect is only insignificant. Under the same conditions, BIPSO is entitled to compensation if the Supplier has culpably breached its contractual obligations towards BIPSO, subsequent fulfilment has failed or it has become unreasonable for BIPSO to accept the goods.

5. The warranty period shall be two years from delivery or performance or, in the case of work performances, from acceptance, unless a longer warranty period applies by law.

6. Upon receipt of BIPSO's notification of defects by the Supplier, the limitation period for warranty claims shall be suspended until the Supplier rejects BIPSO's claims or declares the defect remedied or otherwise refuses to continue negotiations on our claims. In the event of replacement delivery and rectification of defects, the warranty period for replaced and repaired parts shall begin anew, unless BIPSO had to assume from the behaviour of the Supplier that the latter did not consider itself obliged to take action, but only carried out the replacement delivery or rectification of defects as a gesture of goodwill or for similar reasons.

7. If the Supplier or a third party has issued a guarantee declaration (quality or durability guarantee), BIPSO's claims under a guarantee shall remain unaffected in full.

## **Sec. 6 – Delivery time / Delay in delivery / Transfer of risk**

1. The execution and delivery periods agreed in the order are binding. Early delivery and performance are only permitted after prior agreement with BIPSO.

2. The Supplier is obliged to notify BIPSO immediately in written form if a delay in execution or delivery occurs. In this case BIPSO shall be entitled to the statutory rights.

3. If the day, on which delivery is to be made at the latest, can be determined on the basis of the contract, the Supplier will be in default at the end of that day without the need for a reminder from BIPSO.

4. The supplier shall pack the goods in such a way that they are not damaged during transport and delivery. As far as possible, the supplier shall use environmentally friendly, recyclable packaging or packaging that can be disposed of cost-effectively.

5. Unless otherwise stated in the order, the place of delivery or performance shall be BIPSO's location in Singen.
6. Unless otherwise agreed, the risk is transferred upon handover at the place of delivery or performance or, in the case of work services, upon acceptance.

#### **Sec. 7 – Ownership Protection**

1. BIPSO reserves the right of ownership or copyright to orders and commissions placed by BIPSO and to drawings, illustrations, calculations, descriptions and other documents made available to the Supplier. The Supplier may not make them accessible to third parties or use or reproduce them itself or through third parties without BIPSO's explicit consent. At BIPSO's request, the Supplier shall return these documents to us in full if they are no longer required by it in the ordinary course of business or if negotiations do not lead to the conclusion of a contract. In this case, any copies made by the Supplier must be destroyed; the only exceptions to this are storage within the scope of statutory retention obligations and the storage of data for backup purposes within the scope of normal data backup.
2. Reservations of title by the supplier shall only apply insofar as they relate to our payment obligation for the respective products to which the supplier reserves title. In particular, extended or prolonged reservations of title are not permitted.

#### **Sec. 8 – Producer Liability/Indemnity**

1. If a claim is made against BIPSO under domestic or foreign law due to a defect in the goods supplied by the Supplier on the grounds of manufacturer's liability, under the German Product Liability Act (Produkthaftungsgesetz), due to a breach of official safety regulations or similar, BIPSO must be indemnified by the Supplier against the liability resulting from the defect. If BIPSO compensates third parties for their losses in the event of a claim, the Supplier will reimburse these expenses insofar as BIPSO is entitled to demand indemnification.
2. The costs to be reimbursed by the supplier shall also include the costs for an appropriate recall campaign, insofar as goods delivered by the supplier were the cause of the recall campaign.
3. The supplier is obligated to take out and maintain appropriate liability insurance for product liability cases.

#### **Sec. 9 – Free from intellectual and commercial property rights of third parties**

1. The Supplier shall be liable for ensuring that no patents, trademarks, utility models, copyrights or other intellectual or commercial property rights of third parties in Germany or abroad are infringed by the delivered goods or manufactured products and works as well as the results of the services and their contractual use.
2. Insofar as the Supplier is obligated to pay damages in the event of an infringement of property rights, the Supplier must also indemnify BIPSO immediately against all third-party claims.

#### **Sec. 10 – Set-off/Retention**

The Supplier may only set off undisputed or legally established claims. The same applies to the assertion of rights to refuse performance or rights of retention.

#### **Sec. 11 – Confidentiality**

1. The Supplier is obligated to treat the terms of the order and all information and documents made available to it by BIPSO for this purpose (with the exception of publicly accessible information) as confidential for a period of 5 years after the date of delivery and to use them only for the fulfilment of the order. It shall return the aforementioned documents to BIPSO immediately upon request after the order has been processed or any enquiries relating to it have been dealt with.
2. Without BIPSO's prior written consent, the Supplier may not refer to the business relationship in advertising material or brochures and may not exhibit delivery items manufactured for BIPSO.
3. In the event of a statutory or official obligation on the part of the Supplier to disclose confidential information of BIPSO to government agencies, the Supplier is obligated to inform BIPSO of this immediately.

## **Sec. 12 – Legal Compliance**

1. The Supplier and BIPSO are each obligated to comply with the relevant statutory provisions in connection with the contractual agreement and to notify the other party immediately of any breach. This applies in particular to anti-corruption and money laundering laws as well as antitrust, labour and environmental protection regulations.
2. The Supplier shall ensure that the products supplied by it fulfil all relevant requirements for placing on the market in the European Union and the European Economic Area. It must provide BIPSO with proof of conformity on request by submitting suitable documents.
3. The Supplier assures that he is aware that a code of ethics has been issued, available at the following link: [en-2021-02-01-code-of-ethics.pdf \(bipso.de\)](#). The supplier will act in accordance with this code.

## **Sec. 13 – Data Privacy**

The Supplier's personal data is collected and used to fulfil the contractual obligations set out in these terms and conditions. For more information on the use of BIPSO's cookies, the data collected by BIPSO, the manner and purpose of our use of the Supplier's data and the circumstances in which BIPSO discloses data, please refer to BIPSO's privacy policy, available at the following link: [Datenschutzerklärung | Bipso](#). At the same time, reference is made to the Bracco Group's privacy policy, which can be accessed [here](#).

## **Sec. 14 – Place of fulfilment / Applicable law / Place of jurisdiction**

1. The place of fulfilment for the obligations of both parties is Singen.
2. This contract shall be governed exclusively by German Law, to the exclusion of the provisions of private international law. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.
3. The exclusive place of jurisdiction for all disputes shall be Singen for both parties to the contract. However, BIPSO shall also be entitled to take legal action at the Supplier's general place of jurisdiction.

## **Sec. 15 – Miscellaneous**

1. The invalidity or unenforceability of individual provisions of these terms and conditions shall not affect the validity of the remaining provisions. In place of an invalid or unenforceable provision, the statutory provisions shall apply.
2. Agreements by which a written form requirement is to be cancelled or facilitated must also be made in writing in order to be valid. Insofar as the written form is stipulated in these terms and conditions for declarations by the parties, this formal requirement is also fulfilled by the text form in accordance with sec. 126b BGB (e.g. e-mail, fax).