
GENERAL TERMS AND CONDITIONS OF PURCHASE OF VITAFY GMBH Gruppe

1. SCOPE OF APPLICATION

- 1.1 These General Terms and Conditions of Purchase (hereinafter referred to as "GTCP") of VITAFY GMBH apply to all procurements of goods, works, and services by VITAFY GMBH and all companies legally affiliated with it. By accepting an order from VITAFY GMBH, and at the latest upon delivery of the ordered goods or performance of the work or service, the supplier acknowledges the exclusive applicability of these GTCP, which become an integral part of all concluded contracts. These GTCP apply exclusively to entrepreneurs within the meaning of § 14 of the German Civil Code (BGB), legal entities under public law, or special funds under public law
- 1.2 Deviation from or additional terms and conditions, including general terms and conditions of sale and delivery of the supplier or other contractor (hereinafter referred to as "Supplier"), shall only apply if expressly acknowledged in writing by VITAFY GMBH. A general reference to a document containing such differing terms, or the unconditional acceptance of a Supplier's performance with knowledge of such differing terms, shall not constitute consent to their applicability.
- 1.3 Unless otherwise agreed, these GTCP in their current version shall also apply as a framework agreement to all future transactions with the Supplier, even if VITAFY GMBH does not expressly refer to the latest version again.
- 1.4 Individual agreements between VITAFY GMBH and the supplier shall take precedence over these GTCP. The content of such agreements shall be evidenced by an express written agreement with VITAFY GMBH.
- 1.5 If, due to the nature of the supplier's performance or corresponding agreement, the result of the All legally relevant declarations and notifications by the Supplier, such as the setting of deadlines, reminders, declarations of withdrawal or termination, must be made in written form.
- 1.6 If, due to the nature of the Supplier's performance or based on a corresponding agreement, the result of the performance is subject to acceptance, then acceptance shall replace delivery within the meaning of these GTCP.
- 1.7 Any reference to the applicability of statutory provisions is for clarification purposes only. Statutory provisions shall apply even without such reference, unless they are modified or expressly excluded by these GTCP.

2. CONTRACT CONCLUSION

- 2.1 By submitting a request, VITAFY GMBH invites the Supplier to submit a binding written offer. The Supplier must strictly adhere to the specifications of the request and explicitly indicate any deviations. VITAFY GMBH is entitled to accept the Supplier's offer within ninety (90) calendar days, with the period commencing on the day following the submission of the offer by the Supplier.
- 2.2 If VITAFY GMBH makes a direct offer to conclude a contract by issuing an express purchase order, the Supplier is obliged to confirm this in writing within three (3) business days of receipt. If no order confirmation is received within this period, VITAFY GMBH shall no longer be bound by the order. VITAFY GMBH shall only be bound by the Supplier's order confirmation if it does not deviate from VITAFY GMBH's original order.
- 2.3 All offers, cost estimates, and order confirmations shall be prepared by the Supplier at its own expense.

3. DELIVERY, CONTRACTUAL PENALTY FOR DELAY

- 3.1 Unless otherwise agreed in writing, deliveries by the Supplier shall be made DDP (Delivered Duty Paid – Incoterms 2010). The place of performance for services subject to acceptance shall generally be the registered office of the respective VITAFY GMBH entity. In such cases, the transfer of risk shall occur upon acceptance.
- 3.2 Agreed delivery dates shall be deemed met if the goods are delivered to VITAFY GMBH or the agreed destination at the specified time, in the agreed quantity and quality. Delivery times and deadlines are binding. If the Supplier is unable to meet the specified delivery deadline, it must inform VITAFY GMBH in writing immediately upon becoming aware of the delay. In the case of a fixed-date transaction, VITAFY GMBH shall be entitled to exercise its rights under statutory provisions (§ 376 HGB), unless expressly agreed otherwise.
- 3.3 In the event of delay or incomplete delivery, VITAFY GMBH shall be entitled, after the unsuccessful expiry of a reasonable grace period set by VITAFY GMBH, to assert all statutory rights. The Supplier shall also bear all damages resulting from defective or delayed delivery, including additional freight costs, cover purchases, etc. If the Supplier exceeds the agreed delivery date, VITAFY GMBH shall additionally be entitled to a **contractual penalty** amounting to 0.5% of the net order value per day, up to a maximum of 100% of the net order value. VITAFY GMBH retains the right to claim the contractual penalty even if it does not expressly reserve this right upon acceptance of performance or acceptance of goods. The contractual penalty shall not be offset against any potential claims for damages.
- 3.4 Partial deliveries and early deliveries are only permitted with the express written consent of VITAFY GMBH. Over- or under-deliveries are only permissible with prior written agreement.
- 3.5 The statutory provisions shall apply to any default in acceptance by VITAFY GMBH. However, the Supplier must expressly offer its performance even if a specific or determinable calendar date has been agreed for an act or cooperation by VITAFY GMBH. If VITAFY GMBH is in default of acceptance, the Supplier may claim compensation for additional expenses in accordance with statutory provisions (§ 304 BGB). If the contract concerns the manufacture of a non-fungible item (custom-made product), the Supplier shall only be entitled to further rights if VITAFY GMBH is obliged to cooperate and fails to do so through its own fault.
- 3.6 Unless otherwise agreed, goods may only be accepted by VITAFY GMBH during the business hours of the respective VITAFY GMBH entity.

4. PRICES

- 4.1 All prices stated in the purchase order shall be in euros, unless expressly agreed otherwise in writing.
- 4.2 Unless otherwise agreed in writing, the prices specified in the purchase order or in VITAFY GMBH's acceptance of the offer shall be binding and fixed. They include all services provided by the Supplier, including all ancillary costs such as packaging, insurance, delivery charges, import duties, taxes, public levies, expenses, and license fees. Prices shall be quoted exclusive of statutory VAT, which must be shown separately.
- 4.3 Upon request by VITAFY GMBH, the Supplier shall either take back packaging materials free of charge or reimburse VITAFY GMBH for the costs of disposal.

5. PAYMENT

- 5.1 Payment shall be made following proper receipt of goods, inspection of the goods (including batch documentation), and receipt of a verifiable invoice, using payment methods at the discretion of VITAFY GMBH, to the payment address specified by the Supplier.

- 5.2 Unless otherwise specifically agreed, VITAFY GMBH shall make payment within thirty (30) calendar days with a 3% discount or within ninety (90) calendar days without discount. Timeliness of payment shall be determined by the date the payment is received by the Supplier, unless unforeseen failures by financial institutions result in deviations from the usual time frame.
- 5.3 Supplier invoices must be issued on the date of dispatch and submitted to VITAFY GMBH in duplicate. Each invoice may only refer to services from a single purchase order. If the invoice is received later than the goods or if the batch documentation is not submitted in time, the later date of receipt of either the invoice or the batch documentation shall be decisive for calculating the payment or discount period. If the goods are received later than the invoice or the batch documentation, the date of receipt of the goods shall apply. VITAFY GMBH shall not be held responsible for delays resulting from non-compliance with these requirements.
- 5.4 The Supplier's invoice must include the following information:
- VITAFY GMBH purchase order number;
 - Material description;
 - VITAFY GMBH material number;
 - Statistical commodity code;
 - Gross and net weight;
 - Delivery or performance date.
- 5.5 The Supplier shall not be entitled to assign claims arising from deliveries to VITAFY GMBH or other claims resulting from VITAFY GMBH purchase orders to third parties, or to pledge such claims, without prior written consent from VITAFY GMBH (prohibition of assignment).
- 5.6 In the event that a claim is seized by means of a garnishment and transfer order, VITAFY GMBH shall be entitled to charge the Supplier a flat administrative fee of EUR 20.00 (net) for each necessary administrative effort.
- 5.7 The Supplier shall not be entitled to offset or assert a right of retention based on claims disputed by VITAFY GMBH, not legally established, or not ready for decision.
- 5.8 The respective VITAFY GMBH entity shall be entitled to offset claims of the Supplier arising from deliveries against credits from the general business relationship with the Supplier.
- 5.9 VITAFY GMBH shall not owe any default interest. Contrary to statutory provisions, default by VITAFY GMBH shall in all cases require a written reminder from the Supplier. The amount of any default interest shall be governed by statutory provisions.

6. TRANSFER OF OWNERSHIP

Any retention of title by the Supplier is excluded. Ownership of the delivered goods shall pass to VITAFY GMBH upon handover. In particular, the agreement of an extended or prolonged retention of title is hereby excluded. In all cases, VITAFY GMBH shall be entitled, without further requirements—especially without approval or notification—to process the delivered goods or otherwise dispose of them.

7. TRANSFER OF RISK / FORCE MAJEURE

- 7.1 The risk of accidental loss or deterioration of the goods shall remain with the Supplier until receipt at the place of performance (see Clause 14.1). Until all required documents (Clause 11), in particular the delivery note and the certificate of analysis, have been properly received, the goods shall be stored at the Supplier's expense and risk.

The assertion of unforeseeable events or circumstances beyond the Supplier's control and not attributable to the Supplier—such as force majeure, outbreak of war, or natural disasters—that result in the non-fulfillment of agreed deadlines, timeframes, or ordered quantities shall only be considered by VITAFY GMBH if such circumstances are notified without delay. In such cases, VITAFY GMBH shall not be obligated to accept the goods and reserves the right to withdraw

from the order after a reasonable period has elapsed. VITAFY GMBH shall not owe the Supplier any compensation or reimbursement of costs in this regard.

8. WARRANTY AND RECOURSE, INCOMING INSPECTION

- 8.1 The Supplier warrants that the delivered goods are free from material and legal defects at the time of the transfer of risk, possess the agreed quality and guaranteed characteristics, and comply with the specified performance requirements and specifications.
- 8.2 The Supplier warrants that the goods comply with the applicable legal regulations, the recognized state of the art and technical standards, and the relevant norms of industry associations.
- 8.3 In the case of raw material deliveries, the Supplier warrants compliance with all legal requirements of the destination country as well as the quality standards required by VITAFY GMBH.
- 8.4 Unless otherwise agreed, the warranty period shall be thirty-six (36) months. If a longer statutory limitation period applies, it shall take precedence. The warranty period begins with the transfer of risk. The warranty period shall be suspended during the period between a notice of defect and subsequent performance. It shall also be suspended upon receipt of a notice of defect by the Supplier until the Supplier rejects the claims, declares the defect remedied, or otherwise refuses to continue negotiations regarding VITAFY GMBH's claims.
- 8.5 If VITAFY GMBH is held liable by third parties in connection with a consumer goods purchase and such liability is based on a defect in the goods delivered by the Supplier, recourse claims shall expire only after five years from the date of transfer of risk of the goods from the Supplier to VITAFY GMBH.
- 8.6 If the Supplier fails to fulfill its obligations under Clauses 8.1 to 8.3, VITAFY GMBH's rights (in particular to subsequent performance, withdrawal, reduction, damages, or reimbursement of expenses) shall be governed by statutory provisions. VITAFY GMBH's right to claim damages remains unaffected in all cases. The place of performance for subsequent performance shall be the location of the goods. Subsequent performance includes removal and transport of the defective goods as well as installation of the replacement delivery.
- 8.7 Acceptance of delivery by VITAFY GMBH is always subject to quantity, quality, and usability inspection, as well as verification of guaranteed characteristics.
- 8.8 Contrary to Section 442 (1) Sentence 2 of the German Civil Code (BGB), VITAFY GMBH shall retain full warranty rights even if the defect remained unknown at the time of contract conclusion due to gross negligence.
- 8.9 The statutory provisions regarding commercial inspection and notification obligations shall apply, with the following clarification: VITAFY GMBH's inspection obligation is limited to defects that are apparent during incoming goods inspection through external examination, including delivery documents, and during sample-based quality control (obvious defects). Obvious defects may be reported by VITAFY GMBH within two (2) business days. If acceptance is agreed or legally required, there is no inspection obligation. Otherwise, the extent of the inspection depends on what is reasonable under the circumstances of the individual case in accordance with proper business practice. Hidden defects may be reported within ten (10) business days of their discovery, notwithstanding the warranty period set out in Clause 8.4.

8.10 If the Supplier fails to remedy the defects or provide a replacement delivery within the deadline set by VITAFY GMBH, VITAFY GMBH shall be entitled—without prejudice to its statutory rights—to remedy the defects itself or have them remedied by third parties, or to procure replacement goods at the Supplier's expense. If subsequent performance by the Supplier has failed or is unreasonable for VITAFY GMBH (e.g. due to particular urgency, risk to operational safety, or imminent disproportionate damage), no deadline needs to be set; VITAFY GMBH shall inform the Supplier of such circumstances without delay, preferably in advance. VITAFY GMBH may demand an advance payment from the Supplier for the expenses required to remedy the defect.

8.11 If the ordered goods must be manufactured by the Supplier, VITAFY GMBH shall be entitled, upon prior notice, to conduct quality and schedule audits at the Supplier's premises or those of its subcontractors. Such control measures shall not release the Supplier from its full contractual obligations, particularly the obligation to deliver in accordance with the contract and free of defects.

9. PRODUCT LIABILITY

9.1 The Supplier shall indemnify VITAFY GMBH upon first request against all third-party claims for damages, costs, expenses, and other disadvantages resulting from product defects, provided the cause lies within the Supplier's sphere of control and organization and the Supplier is liable in external relations.

9.2 The Supplier shall also be liable in cases of slight negligence for all damages incurred by VITAFY GMBH due to defective delivery.

9.3 Within this scope, the Supplier shall also be obliged to reimburse VITAFY GMBH for any expenses pursuant to Sections 683, 670 of the German Civil Code (BGB) or damages arising from a product defect or from field actions carried out in connection with a product defect (e.g. recall actions, warnings). VITAFY GMBH shall inform the Supplier—where possible and reasonable—about the content and scope of such field actions and give the Supplier an opportunity to comment.

9.4 The Supplier shall maintain product liability insurance in an amount sufficient to cover the risks associated with the goods delivered, and at least in accordance with statutory requirements. Upon request, the Supplier shall provide VITAFY GMBH with written proof of such insurance.

9.5 Further claims of VITAFY GMBH shall remain unaffected.

10. INTELLECTUAL PROPERTY RIGHTS, RIGHTS OF USE

10.1 The Supplier guarantees, as part of an unrestricted warranty of quality, that the delivery and use of the supplied goods do not infringe any third-party intellectual property rights or pending applications for such rights. Upon written request, the Supplier shall indemnify VITAFY GMBH and its customers against all third-party claims arising from such infringements. Any license fees shall be borne by the Supplier.

10.2 The Supplier grants VITAFY GMBH the exclusive, unlimited right to publish, distribute, reproduce, modify, and otherwise exploit all ideas, concepts, designs, and creations provided by the Supplier and commissioned by VITAFY GMBH. The rights granted herein extend to all types of use. This grant of rights expressly includes the right to sublicense to third parties. The remuneration paid by VITAFY GMBH shall fully cover the rights granted under this provision.

11. SHIPPING DOCUMENTS / PACKAGING

11.1 The shipping documents must be delivered together with the goods and attached in a clearly visible document pouch on one of the pallets. At the same time, these documents must be sent in advance via email to the address specified by VITAFY GMBH.

11.2 The Supplier shall provide legally binding documentation of the customs-relevant status of the goods and make all necessary documents available. The Supplier shall be liable—regardless of fault—for any costs, damages, penalties, fees, taxes, or additional expenses of any kind resulting from incorrect information.

12. SUBCONTRACTORS

The forwarding of orders to third-party companies is only permitted with prior written consent from VITAFY GMBH. In such cases, the Supplier shall ensure compliance with the obligations described in these GTCP. The Supplier remains fully liable.

13. CONFIDENTIALITY

13.1 VITAFY GMBH reserves all ownership and copyright rights to all documents—regardless of their form—including drawings, plans, sketches, illustrations, samples, and calculations. These may not be made accessible to third parties or reproduced without the express written consent of VITAFY GMBH and may only be used for the contractually agreed purpose. VITAFY GMBH may request the return of such documents if they are no longer required by the Supplier in the ordinary course of business or if negotiations do not result in the conclusion of an individual contract. Any copies must be destroyed in such cases, except for storage required by law or data retention as part of standard data backup procedures. This also applies to any subcontractors of the Supplier.

13.2 The Supplier is obliged to treat all information received in connection with the business relationship with VITAFY GMBH or with any company affiliated with VITAFY GMBH pursuant to Sections 15 et seq. of the German Stock Corporation Act (AktG)—whether received in writing, orally, through demonstrations, or in any other direct or indirect manner via representatives, employees, consultants, or other third parties acting on behalf of VITAFY GMBH—as trade secrets and to protect such information from access by third parties.

13.3 The Supplier may only refer to the business relationship with VITAFY GMBH with VITAFY GMBH's prior written consent.

13.4 Information within the meaning of Clause 13.1 shall not include information for which the Supplier can prove that:

- (a) it was publicly known at the time of disclosure by VITAFY GMBH or became publicly known thereafter without any unlawful involvement by the Supplier;
- (b) it was disclosed to the Supplier by a third party who was not directly or indirectly bound by a confidentiality obligation to VITAFY GMBH and who had the right to disclose such information.
- (c) it was developed independently without breach of any confidentiality obligation.

13.5 The Supplier shall have the right to disclose any information if required to do so by law or by court or governmental order, provided that the Supplier notifies VITAFY GMBH in advance in writing and takes reasonable and lawful measures to prevent or minimize the extent of such disclosure.

13.6 The obligation of confidentiality shall remain in effect for five (5) years after termination of the contractual relationship.

14. ANTI-CORRUPTION / COMPLIANCE

14.1 The Supplier undertakes to comply with all applicable laws and regulations in connection with the provision of deliveries and services to VITAFY GMBH, particularly those relating to anti-corruption, competition, and antitrust law. This applies to the relevant laws and regulations in the country of the Supplier's registered office, in the country where the deliveries or services are provided, and—where applicable—to international and German regulations.

14.2 Upon conclusion of the contract, the Supplier agrees to comply with the **"VITAFY GMBH Code of Conduct"**, which is available in German and English on the VITAFY GMBH website at www.eurovitalpharma.com and can be downloaded there. This Code of Conduct is attached as an annex and forms an integral part of these GTCP.

14.3 The European Deforestation Regulation (EUDR) requires companies to disclose information about the origin of certain raw materials and to demonstrate that these materials have not caused deforestation.

According to Article 3 of the EUDR:

Relevant raw materials and relevant products may only be placed on the market, made available, or exported if all of the following conditions are met:

- a) they are deforestation-free,
- b) they have been produced in accordance with the applicable legal provisions of the country of production, and
- c) a due diligence statement has been submitted.

We hereby require our business partners to comply with these obligations diligently.

14.4 Without prejudice to other rights of VITAFY GMBH, any culpable and more than minor breach by the Supplier of one or more of the above obligations entitles VITAFY GMBH to terminate the contract extraordinarily or to withdraw from it, to assert claims for damages, and to discontinue business relations and all contractual negotiations.

15. FINAL PROVISIONS

15.1 Subject to Clause 3.1, the place of performance for deliveries and services shall be the delivery location specified by VITAFY GMBH.

15.2 The law of the Federal Republic of Germany shall apply exclusively, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG) and both German and international conflict of laws provisions.

15.3 If the Supplier is a business entity (§ 14 BGB), a legal entity under public law, or a special fund under public law, **the courts in Munich** shall have exclusive jurisdiction over all disputes arising from or in connection with the respective agreement. In addition, VITAFY GMBH shall be entitled to bring an action before the competent court at the Supplier's place of business.

15.4 Should any provision of these GTCP or other agreements be wholly or partially invalid or unenforceable, or should a gap be identified, the validity of the remaining provisions shall remain unaffected.

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