General Terms and Conditions for Business Customers

shanab pharma e.U.

Version of 01.12.2026 · valid from 01.12.2026

English translation. In case of discrepancies the German version shall prevail.

1. Provider and Scope

1.1 The contracting party is shanab pharma e.U. (hereinafter "Shanab Pharma" or "we"), proprietor Mag. Dr. Karem Shanab, Helmholtzgasse 14/14, 1210 Vienna, Austria; commercial register no. FN 425012 v, Commercial Court of Vienna; VAT ID ATU69123619. Contact: office@shanabpharma.com, telephone +43 1 9699456.

1.2 These General Terms and Conditions apply exclusively to transactions that the customer concludes as a business operator in the course of its business. They cover in particular trade in medicinal products, active substances, food supplements, medical devices and cosmetics, as well as agreed development, manufacturing and distribution services.

1.3 Orders placed in the separate web shop are governed by the terms and conditions made available and agreed there before the contract is concluded. Transactions with consumers are not covered by these General Terms and Conditions.

2. Conclusion of Contract and Contractual Basis

2.1 These General Terms and Conditions become part of the contract if they are made available to the customer before the contract is concluded and are agreed. Individual agreements take precedence.

2.2 Supplementary quality assurance agreements apply within their respective scope. Terms and conditions of the customer that deviate from these require our express consent.

2.3 Offers are non-binding unless they contain an express period of validity or a binding commitment. The contract is concluded by our order confirmation, by other express acceptance, or by execution of the order.

2.4 Agreements and declarations may be made by e-mail, unless a stricter form is required by law or individually agreed.

3. Eligibility to Purchase and Regulatory Obligations

3.1 Regulated products are supplied exclusively to customers who are entitled to purchase them. The customer provides the required information and evidence and informs us without delay of any changes to its authorisations. Our own statutory duties of verification remain unaffected.

3.2 Each party fulfils the obligations under medicinal products law, food law, medical devices law, cosmetics law and other public law that apply to its activities. Product-related requirements regarding origin, batch documentation, temperature control and traceability must be complied with.

3.3 The customer's storage, use and onward supply take place within its authorisations and in accordance with the product information. Advertising claims must be permissible for the respective product category and the respective target market.

3.4 The statutory and GDP-related responsibilities of Shanab Pharma remain in place even where a logistics or transport partner is engaged.

4. Prices and Additional Costs

4.1 The prices agreed at the time of the conclusion of the contract apply. All prices are net, plus statutory value added tax.

4.2 For a net goods value of up to and including EUR 100.00 per order, we charge a small-order surcharge of EUR 5.20 net.

4.3 Shipping, express, special packaging and other logistics costs will be notified before the contract is concluded or agreed individually.

4.4 Partial deliveries that are agreed or reasonable may be invoiced separately in line with the quantity actually delivered.

5. Delivery, Deadlines and Transfer of Risk

5.1 Delivery is made ex our logistics warehouse at PHOENIX Arzneiwarengroßhandlung GmbH, Dietersdorfer Straße 10-18/Top H, 2201 Hagenbrunn, Austria, unless a different delivery term has been agreed.

5.2 In the case of shipment, the risk of accidental loss or accidental deterioration passes to the customer upon handover of the properly packed and loaded goods to the carrier performing the transport. In the case of agreed collection, it passes upon handover of the goods to the customer or its collector.

5.3 Our responsibility for our own fault, as well as the statutory and GDP-related requirements for packaging, transport conditions, temperature control and transport monitoring, remain unaffected.

5.4 Delivery dates are binding if they have expressly been agreed as binding. We will inform the customer without delay of any recognisable significant delays.

5.5 Partial deliveries are permitted insofar as they have been agreed or are reasonable for the customer, taking its interests into account.

5.6 In the event of unavoidable obstacles to performance for which we are not responsible, the delivery time is extended by their duration, including a reasonable restart period. We will inform the customer of the start and expected duration. Statutory rights of withdrawal remain unaffected.

6. Payment, Default and Counterclaims

6.1 Unless a different payment period has been individually agreed, invoices are to be paid without deduction within 7 calendar days of the invoice date. The invoice is transmitted to the customer upon issue. A cash discount requires an express agreement.

6.2 In the event of default in payment, the statutory default interest under § 456 UGB (Austrian Commercial Code) applies. Insofar as the customer is not responsible for the delay, the interest specified in § 1000 para. 1 ABGB (Austrian Civil Code) applies.

6.3 In the event of default in payment, we may demand the lump sum for recovery costs under § 458 UGB. Further recovery costs are reimbursed in accordance with § 1333 para. 2 ABGB; costs covered by the lump sum are credited.

6.4 The customer may set off only undisputed counterclaims or counterclaims established by a final court decision.

6.5 A right of retention on account of claims arising from the same contractual relationship may be exercised only in a proportion that is reasonable in relation to the claim asserted.

6.6 Where payment is objectively at risk, we may, in accordance with the statutory requirements, demand advance payment or reasonable security and withhold outstanding performance until it is provided.

7. Default of Acceptance and Retention of Title

7.1 The customer ensures the agreed acceptance of the goods and suitable reception conditions. In the event of default of acceptance, the customer bears the necessary and reasonable additional costs thereby incurred. Expenses saved are taken into account.

7.2 Delivered goods remain our property until the associated purchase price claim has been paid in full.

7.3 Legally permissible resale in the ordinary course of business is permitted. Pledges and transfers of title by way of security require our consent. The customer informs us without delay of any access by third parties to goods subject to retention of title.

8. Inspection, Notice of Defects and Warranty

8.1 In the case of purchases of goods that are business-related on both sides, the customer must inspect the goods without delay after acceptance, in the ordinary course of business.

8.2 Defects, shortages and transport damage that are recognisable on such inspection must be notified within 3 working days of acceptance. Hidden defects must be notified within 3 working days of discovery. Working days are Monday to Friday, excluding public holidays in Austria.

8.3 Notification is made in writing or by e-mail to office@shanabpharma.com and must describe the goods concerned and the defect sufficiently. Batch number and delivery note number are to be stated where available. Missing reference details may be supplied without delay, provided the delivery concerned is already clearly identifiable. To meet the deadline, timely dispatch is sufficient.

8.4 If notice of defects is omitted or late, the legal consequences under § 377 UGB apply. The exceptions under § 377 para. 5 UGB remain unaffected.

8.5 The warranty period for material defects is 12 months from handover, but at most until the stated best-before or expiry date of the goods, if that date occurs earlier. An expressly agreed minimum remaining shelf life or further shelf-life commitment remains binding.

8.6 The limitation of warranty claims is governed by § 933 para. 3 ABGB on the basis of the agreed warranty period. The statutory periods apply to defects in title.

8.7 If the customer has resold the goods to consumers and has provided warranty to them, its recourse claims under § 933b ABGB remain unaffected. The shortening of the warranty period and the limitation to the shelf-life date under clause 8.5 do not apply to these recourse claims.

8.8 The customer may first demand repair or replacement in accordance with § 932 ABGB. If the chosen remedy is impossible or involves disproportionate effort, the other remedy provided by law applies. The customer is entitled to a price reduction or rescission of the contract where the statutory requirements are met.

8.9 We provide no warranty for defects that arise only after the transfer of risk through improper storage, handling or alteration by the customer. Our responsibility for our own breaches of duty remains unaffected.

9. Returns, Quality Complaints and Recalls

9.1 Every return must be agreed with Shanab Pharma in advance. Voluntary acceptance of returns of defect-free goods requires our express consent. Statutory rights in respect of defects remain unaffected.

9.2 After agreement, returns are made exclusively to our logistics warehouse: Shanab Pharma e.U., c/o PHOENIX Arzneiwarengroßhandlung GmbH, Dietersdorfer Straße 10-18/Top H, 2201 Hagenbrunn, Austria. Returns to the office address in Vienna are not permitted; the office address serves exclusively for business correspondence.

9.3 The customer provides the product designation, batch, quantity and delivery reference, as well as the necessary evidence of storage and transport. Return transport and packaging must meet the product-related quality requirements.

9.4 The return of returned medicinal products to saleable stock requires a documented quality assessment and release in accordance with the applicable GDP requirements. In particular, origin, condition of packaging, storage and transport conditions, and shelf life are taken into account.

9.5 In the event of quality defects, suspected falsification or recalls, the parties inform each other without delay via the agreed reporting channels. The goods concerned are blocked and clearly marked. The parties support traceability, measures by the authorities and the required documentation.

9.6 The allocation of costs is governed by the parties' responsibility, the contractual agreement and the statutory provisions.

10. Liability

10.1 We are liable for damage that we cause intentionally or through gross negligence. Liability for damage caused through slight negligence is excluded; this does not apply to personal injury.

10.2 Liability for personal injury, for intent and gross negligence, and under the Product Liability Act (Produkthaftungsgesetz) and other mandatory liability provisions remains unlimited.

10.3 The exclusion under clause 10.1 does not apply to damage to items that the customer has handed over to us for processing, storage, packaging or labelling.

10.4 Warranty rights under clause 8 remain unaffected by this clause.

10.5 Claims for compensation for damage caused through slight negligence, for which our liability is not excluded under clause 10.1, must be asserted in court within 6 months of becoming aware of the damage and the person who caused it, failing which they are forfeited. This does not apply to the claims referred to in clause 10.2.

10.6 These provisions also apply to damage caused by our vicarious agents (Erfüllungsgehilfen).

11. Development, Contract Manufacturing and Distribution Projects

11.1 For development, manufacturing and distribution projects, the scope of services, specifications, tests, sample approvals, labelling, deadlines, remuneration and responsibilities are agreed separately.

11.2 Changes require coordinated documentation. Rights of use to formulations, designs, data and work results are set out in the respective project contract.

11.3 Each party uses documents and protected materials provided to it exclusively within the agreed scope and warrants that it holds the rights of its own that are required for this.

11.4 Health effects, treatment success, sales volumes or official approvals are owed only if expressly agreed. Statutory product requirements and agreed properties remain binding.

12. Confidentiality, Data Protection and Newsletter

12.1 Non-public business and technical information is treated confidentially, appropriately protected and used exclusively for the agreed cooperation. Disclosures required by law and the purpose-limited involvement of suitable service providers remain permissible.

12.2 Personal data is processed for specific permissible purposes on the relevant legal basis. Details are set out in the data protection notices applicable to the respective process.

12.3 Health and patient data must be transmitted exclusively via separately agreed secure procedures and where a suitable legal basis exists.

12.4 Consent-dependent advertising and newsletters require separate, voluntary consent. For a newsletter subscription, this is confirmed by a double opt-in procedure. Unsubscriptions and withdrawals of consent are respected.

13. Compliance and Cross-Border Transactions

13.1 The parties comply with the import, export, sanctions, competition and anti-corruption regulations applicable to the respective transaction.

13.2 Deliveries that require authorisation presuppose that the necessary authorisations are in place. The parties provide the information and evidence required for their respective responsibilities.

13.3 The parties inform each other without delay of legal obstacles to delivery or significant compliance violations, insofar as this is legally permissible. Suspension, adjustment or termination of the contract are governed by the statutory requirements and the agreements made.

13.4 Export ban in case of supply shortages. For prescription-only proprietary medicinal products that the Federal Office for Safety in Health Care (BASG) publishes in the list pursuant to § 1 para. 3 of the Regulation on Securing the Supply of Medicinal Products (Verordnung über die Sicherstellung der Arzneimittelversorgung, BGBl. II No. 30/2020, as amended from time to time), a statutory export ban applies (§ 5 para. 1 of this Regulation). The customer warrants that it will not export such proprietary medicinal products from Austria for as long as they are published in this list, and will not supply them to third parties if it knows, or must assume in the circumstances, that they are to be exported. We ask customers who redistribute medicinal products to inform their own customers of the export ban in a suitable manner. Where possible, we mark affected items on the delivery note and invoice; however, the current list of the BASG is decisive in each case. The customer shall indemnify and hold us harmless from damage and expenses that we incur as a result of a breach of this provision for which the customer is responsible. This provision does not entail any further restrictions on resale.

14. Governing Law and Place of Jurisdiction

14.1 Austrian law applies, excluding the UN Convention on Contracts for the International Sale of Goods. Mandatory provisions that apply remain unaffected.

14.2 For disputes arising out of or in connection with the contractual relationship, the exclusive jurisdiction of the court with subject-matter jurisdiction in Vienna is agreed, insofar as such a jurisdiction agreement is permissible.

14.3 If a provision is invalid, the remainder of the agreement remains in force to the extent permitted by law. The relevant statutory provisions take the place of the invalid provision.

15. Version

15.1 These General Terms and Conditions apply in the version of 01.12.2026 to contracts concluded on or after 01.12.2026 and into which they have been incorporated. For individual contracts, the version agreed at the time the contract was concluded applies in each case.

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