

General Terms and Conditions

SHANAB PHARMA e.U.

Effective August 1, 2023

1. Validity

Unless otherwise expressly agreed upon, our General Terms and Conditions apply in the version valid at the time the respective contract was executed, including for transactions where the order is placed by phone or without written form. Any objection by the customer solely in form – especially in its terms and conditions – is expressly disregarded. Moreover, actions taken to fulfill the contract on our part do not imply consent to contractual terms differing from our terms. In case of discrepancies between the contracting parties, the following hierarchy applies:

- 1) Specific agreements between the contracting parties;
- 2) These General Terms and Conditions;
- 3) Legal regulations;
- 4) Code for the transport of medicines in Austria.

2. Offer - Order

2.1. Our offers are non-binding. A contract is established through our written order confirmation or by delivery per order, based solely on the content of the order confirmation and these General Terms and Conditions, without a specific agreement in individual cases. Deviations from these conditions necessitate a written agreement. The buyer reaffirms these general terms and conditions as binding upon accepting the delivery. Statements and promises made by our sales representatives are only binding after our written confirmation, or the contract only becomes effective if the customer's offer is met within the specified or reasonable period.

2.2. Orders or other legal declarations by the customer can be validly sent via email or fax. Written orders are only considered received when they reach our exclusive area of control. Transmission errors, regardless of cause, are the customer's responsibility.

2.3. The content of our sent order confirmation, delivery note, or invoice – possibly automated – must be verified by the customer, who is obligated to report in writing any discrepancies from his order within three business days. If the customer doesn't object within the specified timeframe, the content of the order confirmation, delivery note, and invoice is considered confirmed. We deliver exclusively to customers with purchasing rights per the latest versions of the Pharmacy Act, Drugs Act (AMG), Medical Devices Act (MPG), Chemicals Act (ChemG), or other legal provisions. For medicinal, pharmaceutical, health-related, and other products, the delivery and use of which are subject to legal and/or official regulations, the order also serves as confirmation that

the customer possesses all necessary authorizations and requirements for use and further marketing. We reserve the right to allocate smaller quantities if a product is oversubscribed. Products are available while supplies last. The customer is responsible for adhering to transport and storage conditions in line with the Medicines Works Regulations 2009 and the guidelines for good sales practice in the current version.

3. Prices

3.1. Unless otherwise agreed in writing, our list prices valid at the time of delivery apply. The prices listed are exclusive of statutory sales tax (VAT).

3.2. We reserve the right to add a transport surcharge, covering logistics and transport costs, to the unit prices of ordered products. A small quantity surcharge of EUR 5.20 will be applied to orders up to a total value of EUR 100.00.

3.3. We are expressly authorized to issue partial invoices if the delivery is made in segments.

4. Delivery

4.1. We strive to adhere to announced delivery dates. However, these dates are not guaranteed, even if we have confirmed them. We have the right to deliver before the agreed-upon date.

4.2. Delays in delivery, whether early or late, do not entitle the customer to seek damages or to cancel the contract. We are not liable for delays resulting from unforeseen events such as production issues, transport problems, disruptions at our suppliers' facilities, or force majeure. The buyer's further claims, especially claims for damages, are excluded.

4.3. Delivery defects and complaints must be identified and reported within three business days. Unauthorized return deliveries require our explicit consent and must be in pristine condition. By returning items, the customer confirms that the goods have been stored and transported correctly, especially within the prescribed temperature range.

4.4. Valid complaints do not entitle the withholding of the entire invoice amount, only a reasonable portion.

4.5. We have the right to make partial deliveries.

4.6. We also have the right to insist on contract fulfillment. If the customer defaults on acceptance, after providing a reasonable grace period, we can cancel the contract and reallocate the goods. In such cases, a contractual penalty of 50% of the invoice amount is agreed upon.

4.7. We deliver to the address specified by the customer, or if not provided, to his business address. We determine the method of shipment and delivery route. The

customer bears the costs of any transport insurance, express or rush shipments requested by them.

4.8. Pickup arrangements can be made individually.

4.9. Our deliveries adhere to Ex-Works (EXW Incoterms 2010).

4.10. Shipments are made via suitable routes in standard packaging. If the customer requests, with our agreement, a different shipment or packaging method, they bear the resulting additional costs.

5. Payment

5.1. Unless there's a specific agreement between the parties, our invoices are payable immediately upon receipt without any deductions.

5.2. The customer agrees to provide the invoice number and customer number when paying open invoices using a payment slip or telebanking to facilitate automatic payment allocation. If both numbers are missing from the payment and if allocation isn't possible otherwise, we must reject the payment, and the invoice amount remains unpaid.

5.3. Even if we experience payment delays through no fault of our own, we reserve the right to charge statutory default interest. A payment is only considered made once we have full access to the amount. Unless there's a separate explicit agreement, payments will be applied to the oldest outstanding balance. If payment is delayed, the customer agrees to cover any reminder and collection fees we incur, as long as they are necessary and reasonable for appropriate legal action. Specifically, if we engage a collection agency, the customer agrees to reimburse us for the resulting costs, as long as they don't exceed the maximum rates of collection agencies as determined by the BMWA ordinance. If we manage the dunning process internally, we reserve the right to charge EUR 10.00 per reminder.

5.4. If the customer is late with a payment or if we become aware of circumstances that cast doubt on the customer's creditworthiness, we can demand immediate payment of open invoice amounts and/or require advance payment or collateral for future deliveries. If the customer doesn't comply, we can withhold our services and, per legal provisions, either cancel the contract or seek damages for non-performance.

6. Retention of Title

6.1. The delivered goods remain our property until the buyer has fully settled all obligations arising from the purchase contract. The buyer must promptly notify us of any third-party seizures and assist in protecting our rights.

6.2. Pledging or transferring as security any goods delivered under retention of title to third parties is not allowed without our consent.

6.3. Before filing for insolvency, the customer must inform us.

7. Notification of Defects, Warranty

7.1. Upon receipt, the customer must immediately inspect delivered goods for visible defects.

7.2. Obvious quality or quantity defects must be reported in writing immediately after delivery, while hidden defects should be reported immediately upon discovery, but no later than within 3 business days. The nature and extent of the reported defect must be specified and supported with evidence. If defects aren't reported or aren't reported promptly, the goods are considered accepted. In such cases, warranty claims, damage claims, including consequential damages, and the right to challenge based on defects are excluded. Further legal consequences per § 377 UGB apply.

7.3. If a defect claim is valid, payments can only be withheld in proportion to the established defects.

7.4. We are responsible for timely reported defects as follows:

7.5. We don't assume liability for defects resulting from unsuitable or improper storage or use, natural wear, incorrect or negligent handling or storage, etc. The warranty also doesn't cover changes made by the customer or third parties.

7.6. If a replacement isn't possible or ultimately fails, or if the repair is unreasonably delayed, the customer can request contract cancellation, a price reduction, or a credit note. All other claims are excluded.

7.7. For all complaints, the disputed goods must be sent to us, and before replacement goods are provided, our opinion must be awaited, which will be sent within 5 business days exclusively by mail. Returns not agreed upon with us will be stored at the customer's risk and expense for a reasonable period with standard care and don't release the customer from their payment obligations.

7.8. For all complaints, warranty services require a written agreement, where the customer must specify the article number, the defect, and the price of the delivered goods.

7.9. The warranty period is the statutory duration. The presumption per § 924 ABGB doesn't apply.

7.10. The customer doesn't receive guarantees in the legal sense. Exceptions must be agreed upon in writing.

8. Liability

8.1. The responsibility for product selection and the expected outcomes lies with the customer.

8.2. Claims for damages against us are expressly excluded in cases of minor negligence; this doesn't apply to personal injuries. The aggrieved party bears the burden of proof for further culpability. Damage claims expire 6 months after the aggrieved party becomes aware of the damage and the responsible party.

8.3. To the extent permitted by law, we assume no liability (even under warranty) for the effects of the delivered products and the consequences of their use. The buyer commits to handling, storing, and transferring the acquired goods as legally prescribed and as directed for each product.

8.4. Claims for damages by the customer (contractual and non-contractual) against us and our agents due to consequential damage, direct or indirect damage, loss of profit, defects, missed or delayed deliveries, and from the execution of the warranty are excluded, unless there's gross negligence or intent on our part or our representatives, or liability is mandatory due to the lack of guaranteed properties.

9. Returns

9.1. Cancellations, order modifications, or returns are not allowed without our explicit consent.

9.2. Goods branded or otherwise modified by the customer will not be accepted for return.

9.3. Return deliveries not based on a valid complaint require our explicit consent and must be in pristine condition.

10. Data Protection Provisions and Declaration of Consent

10.1. We have the right to use data related to our business relationship (especially name, address, order, delivery and billing address, order date, ordered or delivered products or services, quantities, price, delivery dates, payment and reminder data, patient's name and birth date, etc.) for business transactions. We can cancel deliveries due to a circumstance before risk transfer, especially due to poor quality or execution, if it's found to be unusable or if its usability is significantly impaired, to redeliver it at our discretion free of charge or to issue credit notes for outstanding invoice amounts. Multiple redeliveries are allowed. Replaced deliveries become our property. The customer must provide us with the necessary time and opportunity to conduct all replacement deliveries we deem essential; otherwise, we are exempt from defect liability. Customer data processed for fulfilling our contractual and legal information obligations will be sent to the respective contractual partner. The respective contractual partner uses the aforementioned data for controlling and market cultivation measures, such as controlling its sales force and sending product information and offers. We will treat customer data confidentially per data protection regulations and use it solely for business purposes.

10.2. The customer explicitly authorizes and empowers us to obtain information about the customer, especially regarding their financial situation, from third parties (e.g., banks, creditor protection associations) and to process this data automatically. Upon request, the customer will waive any bank confidentiality or non-disclosure obligations of third parties at any time.

10.3. We are authorized to transfer all customer-related data (including balance sheet data) to affiliated companies, insurance companies, and banks, as long as it's necessary to insure claims against the customer, to creditor protection associations for safeguarding, consolidating, and forwarding data to protect creditor interests, and for bank information for claim assessment or other risk evaluations. The customer must inform us of any changes to their business address. If this notification is omitted, declarations are considered received if sent to the last known address.

10.4. The customer can revoke their consent at any time by sending a letter to SHANAB PHARMA e.U., Helmholtzgasse 14/14, A-1210 (§ 8 Para. 1 Z 2 DSG).

11. Internet

These general terms and conditions are also available on the Internet at www.shanabpharma.com and apply to all transactions in the form and under the conditions they existed at the time the contract was executed.

12. Copyright/Usage Rights

Content we develop (information materials, homepage, etc.) is our intellectual property and cannot be used without our prior explicit permission. It cannot be reproduced or shared with third parties. The user commits to respecting these copyrights. We grant appropriate usage rights for the protected area of the homepage. We reserve the right to refuse or revoke usage rights. Passwords we provide to the user are confidential and cannot be shared with any third party without our prior explicit permission.

13. Place of Performance and Jurisdiction

13.1. The place of performance for (return) deliveries is SHANAB PHARMA e.U., c/o PHOENIX Arzneiwarengrosshandlung GmbH, Dietersdorfer Straße 10-18/Top H, A-2201 Hagenbrunn, Austria, and for payments, it's our company headquarters: Helmholtzgasse 14/14, A-1210.

13.2. Only Austrian law applies, excluding the UN Sales Convention.

13.3. The remaining sales and delivery terms remain binding even if individual points are legally ineffective. In place of an ineffective regulation, the legal or valid reduced, permissible content applies.

13.4. The place of jurisdiction is the competent court in Vienna.

14. Legal Succession

All rights and obligations resulting from this contractual relationship are transferred to the individual legal successor as per and in accordance with § 38 para. 1 UGB, without the contractual partner needing separate notification about this rights transfer. The

contractual partner hereby waives their right of objection per Section 38 (2) UGB. This means our liability duration is limited per § 39 UGB.

15. Compliance

15.1. Each party has established its code of conduct, compliance policies, and processes. The parties agree to provide services based on these GTC in a manner consistent with their respective code of conduct and compliance guidelines.

15.2. Throughout this mutual contractual relationship, both parties will always comply with all applicable laws and regulations, including but not limited to data protection, fair competition, trade control, anti-money laundering, and anti-corruption laws.

15.3. The customer will adhere to all applicable international and domestic export and trade control laws and regulations, including those of the UN, US, and EU. Specifically, the customer will not export or re-export any products, directly or indirectly, without the necessary official permits, approvals, or decrees.

15.4. The customer commits to holding SHANAB PHARMA e.U. harmless from all liabilities and costs incurred by SHANAB PHARMA e.U. or its affiliates due to or in connection with the customer's violation of any export or import law, regulation, government or community law, government violation, or contract breach in any jurisdiction, whether intentional or unintentional.

15.5. The customer will promptly notify SHANAB PHARMA e.U. of any developments contrary to the provisions of this section. Notwithstanding any contrary provisions in this agreement, SHANAB PHARMA e.U. reserves the right to suspend or terminate this Agreement without notice in such cases.

16. Validity

These general terms and conditions are effective from August 1, 2023, for all transactions executed after this date.

SHANAB PHARMA e.U.