

## Returned Goods Regulations

### General Terms of Sale

#### 1. Applicable terms

1.1. The General Terms of the Vendor are the basis of all offers and contracts for goods to be delivered. The Purchaser's General Terms of Purchase and other diverging conditions shall only be binding if they have been explicitly accepted by the Vendor in writing.

#### 2. Prices

2.1. The prices of the Vendor's last applicable price list are without obligation, net ex-works, and do not include customs duties and other charges, unless another diverging agreement was concluded between the parties.

2.2. Products with a value of more than 180.00 euros that may be sent by a parcel service are delivered free domicile. Products with specifications requiring transportation by a shipping agency may only be delivered free domicile if their value is 300.00 euros or higher.

#### 3. Delivery dates

3.1. Delivery dates are defined as ex works from the Vendor. A delivery date shall be considered as met if it has been announced that the goods are ready for shipment on or by the agreed date. The Vendor is entitled to perform partial shipments.

3.2. The Vendor is exempted from his delivery obligation for as long as the Purchaser is in default with his/her payments or other documents. Any delays in delivery that arise without the Vendor being at fault shall entitle the Vendor to prolong the delivery deadline for a reasonable period or rescind the contract wholly or in part.

3.3. In the event that the goods cannot be shipped for reasons lying within the Purchaser's responsibility, the Vendor shall be entitled to store the goods at the Purchaser's risk and cost. In these cases the date on which the goods were put into storage shall be deemed as date of delivery: The warehouse warrant shall replace the shipping documents.

3.4. Unless agreed otherwise, the goods will be shipped at the Purchaser's cost and risk.

#### 4. Retention of ownership

4.1. The Vendor retains ownership of the goods until all obligations owed to him by the Purchaser have been fulfilled. The Purchaser is not allowed to pledge the goods or assign them as security before full payment. Any costs for necessary investments shall be borne by the Purchaser.

4.2. In the event of the goods delivered by the Vendor being sold in accordance with their intended purpose or handed over to third parties for any other legal reason before the purchase price has been paid in full, the purchaser hereby already assigns to the Vendor any obligations and collateral rights arising from the re-sale of the retained goods against the party that purchased the goods from the initial Purchaser. In the event of processing, combination or mixing in accordance with the intended purpose, assignment shall be made in the amount of invoiced value of the Vendor's goods used for this purpose. At the Vendor's request, the Purchaser must, as soon as he is in default, announce the assignment to his debtor and must provide the Vendor with the information and documents necessary for collection of the claim.

Unless determined otherwise by the Vendor, the Purchaser is entitled and obliged to collect the counter-value of the resold goods, whereby the counter-value shall become undisputed property of the Vendor, and to keep this counter-value for the Vendor separate from the other means of payment.

4.3. When in doubt, retention of ownership applies until the Purchaser has proved in each individual case that the goods have been paid for in full. In the event of the Vendor's goods under retention of ownership being claimed by third parties, e.g. by pledging, or third parties establish a claim against obligations assigned to the Vendor, the Purchaser is obliged to inform the Vendor immediately and to inform the third party about retention of ownership or assignment, as the case may be.

#### 5. Payment

5.1. Unless agreed otherwise in writing, the purchase price shall become due and payable in euros ( ) net on delivery of the goods and receipt of the invoice.

5.2. Payment deadlines are agreed separately in writing. In the absence of any such agreement, invoices are due and payable net within 30 calendar days of the date of invoice. If payments are in arrears, the Vendor shall be entitled to charge default interest in the amount stated in Section 288 German Civil Code.

5.3. The Purchaser is not entitled to withhold or delay payments on the grounds of any counter-claims not explicitly acknowledged by the Vendor or confirmed by final court judgment, or for any other reasons.

5.4. In the case of payments against bank drafts or checks, payment shall not be deemed to have taken place until the draft has been honored or the check cashed.

5.5. The payment date shall be the date on which payment was received by the Vendor or the Vendor's bank.

#### 6. Minimum value of order

6.1. Separate orders must be placed according to the respective product group.

The minimum order value is 25.00 euros. The Vendor is entitled to charge a processing surcharge of 30.00 euros for any order below the minimum value.

#### 7. Returned goods

7.1. The Vendor accepts returned goods only in specifically justified exceptional cases. The acceptance of returned goods requires his explicit written consent, in the absence of which the Vendor will not issue any credit note for the returned goods. The amount to be reimbursed for returned goods depends on the age, condition and fitness for resale of the goods.

7.2. Any products ordered explicitly as customized or special versions, or goods that do not belong to the Vendor's standard delivery program are generally excluded from return.

7.3. The Purchaser shall bear all risks and costs for shipping the returned goods.

#### 8. Complaints and claims for compensation

8.1. The Purchaser is obliged to check that the deli-

vered goods are undamaged and complete, and that their identity and quality are as ordered, immediately after receipt. Objections must be submitted to the Purchaser within 14 days after receipt of goods in written form. If the Purchaser fails to submit this objection, the goods are considered accepted without objection and the delivery as fulfilled in accordance with the contract. The shipping agent or driver must be notified of any obviously visible external damage immediately.

8.2. In the event of any default objection that is submitted in due time and is justified, the Vendor shall first have the right of subsequent performance or delivery. If his subsequent performance or delivery is unsuccessful, the Purchaser shall have the right either to reduce the purchase price or to withdraw from the contract. Any further claims on the part of the Purchaser shall be excluded. Claims for defective goods become statute-barred after 12 months.

#### 9. General provisions

9.1. Place of performance for deliveries is the place of shipping; place of payment is Krle, Germany (bank account).

9.2. The law of the Federal Republic of Germany shall apply.

9.3. Exclusive place of jurisdiction is Melsungen (Amtsgericht [Local Court] or Kassel (Landgericht [Regional Court]). The Vendor reserves the right to file a lawsuit against the Purchaser at the latter's main business domicile and in compliance with the respective applicable local law.

### Provision on Returned Goods Regulations

#### 1. Intent and Purpose

This provision regulates the modus operandi of Ryma-Pharm deliveries to its customers.

#### 2. Definition

Returns are wrongly delivered or damaged goods, and products which are required to be returned under the terms of the AMG [German Pharmaceutical Act] and the Medizinproduktegesetz [German Law on Medical Products]. This also applies to surplus deliveries of goods to customers by Ryma-Pharm in excess of 10% of the amount ordered. This regulation does not include goods which have been ordered in error by the customer.

#### 3. Modus operandi in case of returns.

3.1. The collection of returns from customers at Ryma-Pharm's expense is only permitted by prior arrangement and with the consent of Ryma-Pharm.

3.2. In all cases, Ryma-Pharm shall decide on the type of collection (e.g. by post or by freight forwarder).

3.3. The least expensive transportation channel will be chosen (e.g. ordinary mail, no express mail) in all cases.

#### 4. Other regulations

In addition to the above, the general conditions of sale of Ryma-Pharm shall apply.