

General Purchasing Terms

Terms for suppliers and contractors of MPS

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1. Scope

These purchasing terms apply to orders placed by Mäder Pharma Services GmbH (MPS) with business suppliers for machinery, format parts, spare parts, design, manufacture, installation, services and software. Only the version incorporated before contract conclusion applies and supplements the individual order. Individually agreed provisions prevail.

Supplier terms require express acceptance by MPS. Receipt or payment alone does not constitute acceptance. Statutory rules on conflicting standard terms remain applicable. These purchasing terms do not apply to sales by MPS to its customers, which are covered by separate sales, supply and service terms.

2. Orders and change approval

Orders and changes should be documented in text form. The supplier confirms price, scope, drawing revision and schedule. Each deviation must be clearly identified and requires MPS approval. Silence by MPS does not approve deviations.

Recognisable inconsistencies or errors must be reported before execution. Changes to materials, geometry, tolerances, manufacturing methods, software or quality-relevant subcontractors require prior MPS approval. Effects on cost and schedule must be disclosed and agreed at the same time.

3. Prices, delivery and payment

Agreed prices are fixed in the order currency, excluding applicable VAT. Unless otherwise agreed, delivery is DAP named delivery address, Incoterms 2020, including suitable packaging. The order specifies the exact destination. Chargeable preliminary work, quotations or sampling require prior agreement.

Unless otherwise agreed, payment is due net within 60 days of complete contractual delivery or required acceptance and receipt of a proper, verifiable invoice. Invoices must identify the purchase order, items, delivery date and required tax details. Minor errors that do not affect verification do not postpone the due date. Payment does not constitute acceptance or acknowledgement of defect-free performance.

Advance payments require express agreement; necessary security must be established before the order. MPS retains statutory set-off, retention and suspension rights. The supplier's legitimate counter-rights arising from the same contract remain unaffected.

4. Deadlines, shipping and risk

Confirmed dates are binding. Anticipated delays must be reported promptly with causes, consequences and a recovery plan. Statutory delay remedies, including proven damages and withdrawal after any necessary deadline, remain available. Contractual penalties or liquidated damages require a separate agreement.

Direct deliveries to MPS customers, partial deliveries and early deliveries require prior coordination. Each shipment must identify order, item and drawing revision. Risk passes under the agreed delivery term, or statutory rules for work requiring acceptance. Transfer of title and any simple retention of title are to be specified in the order; extended retention covering other debts or resale proceeds is not agreed.

5. Quality, evidence and traceability

The supplier owes agreed quality, suitability for the disclosed contractual purpose and compliance with applicable law. Product-contact parts must satisfy agreed material, surface, cleaning and documentation requirements. OEM parts, proprietary designs and compatible alternatives must be identified accurately; unapproved substitutions are prohibited.

The supplier conducts suitable manufacturing and final checks. Agreed measurement reports, material certificates, conformity documents, instructions and software versions form part of delivery. Traceable batch, serial or part identification is required where agreed or legally necessary. MPS may request order-related evidence and, for a legitimate reason and with reasonable notice, coordinate a review of relevant quality controls while protecting unrelated trade secrets.

6. Inspection, defect notification and acceptance

MPS inspects incoming goods in the ordinary course for identity, quantity and externally apparent damage. Further inspection depends on the goods and agreed quality assurance. Where documented outgoing inspection is agreed, incoming inspection may to that extent be confined to apparent deviations. Notice of non-apparent defects within ten calendar days of discovery is timely; otherwise statutory inspection and notification duties apply.

Work is accepted against agreed specifications and test criteria. Receipt, a trial run or payment alone does not constitute acceptance. Statutory acceptance effects remain unaffected. Defects, outstanding work and required evidence are recorded.

7. Defect claims and limitation

MPS retains statutory remedies for physical and title defects. The supplier bears necessary inspection, transport, travel, labour, material, removal and installation costs as required by law. MPS generally provides a reasonable opportunity to remedy. Urgent measures, self-remedy, withdrawal, reduction and damages follow statutory requirements; the supplier is informed before urgent measures where possible.

Defect claims are subject to a 36-month limitation period from delivery, or acceptance for work requiring acceptance, unless a longer statutory or individually agreed period applies. Statutory suspension, expiry protection, restart and supplier-recourse rules remain available. Replacement or repair expressly acknowledging defect responsibility is subject to statutory restart rules for the affected defect.

8. Losses, intellectual property and insurance

The supplier is liable under statutory law for breaches for which it is responsible. It promptly reports identified safety defects and supports root-cause investigation, traceability and necessary corrective measures. Recall and third-party claims depend on responsibility, causation and law; legitimate defences remain available.

The supplier must hold the rights required for the agreed supply and use and promptly disclose conflicting rights. It assists MPS in defending justified third-party claims and owes statutory remedies. Industrial supplies and work require business and product liability insurance appropriate to the order risk, with evidence on justified request. Insurance does not limit contractual liability.

9. Tools, designs and confidentiality

Drawings, samples, data and tools supplied by MPS remain allocated to their respective owners and may only be used for the order. MPS-owned items must be identified separately, kept safely and returned on request. For MPS-funded special tools, title, return, maintenance and spare-parts availability must be expressly specified in the order.

Confidential project, customer, price and design information must not be used for other orders or to solicit the MPS end customer from the specific project. Legally required disclosure, information lawfully known

independently and communication needed for performance remain permitted. Subcontractors must be bound accordingly. References, photographs and logos require prior permission. This does not create a general non-compete obligation.

10. Software and digital components

The supplier grants rights needed for agreed use, integration, maintenance and onward supply to the named end customer. Licence limits, third-party components and dependencies must be disclosed before ordering. For custom development, source code, build documentation and modification rights must be expressly agreed as deliverables.

The supplier provides agreed security updates and documentation and promptly reports known material vulnerabilities. Remote access to MPS or customer systems requires approval and compliance with agreed security conditions. Processing personal data requires a suitable legal basis and a separate data-processing agreement where required.

11. Site work and subcontractors

Site work requires agreed qualifications, instruction, insurance and access approvals. Contractors remain responsible for their personnel, safe equipment and statutory duties. MPS and the contractor coordinate interfaces, shutdowns and clearances.

Transfer of substantial development, manufacturing or service work to third parties must be disclosed in advance and requires consent where legitimate MPS quality, safety or confidentiality interests are involved. The contractor remains responsible for performance. Lawful supply, export details and origin evidence must be ensured to the extent required.

12. Governing law and final provisions

German law applies, excluding the UN Convention on Contracts for the International Sale of Goods. Ulm is the jurisdiction for merchants, public-law legal entities and special public-law funds; MPS may also sue at the supplier's general jurisdiction. Mandatory jurisdiction remains unaffected.

Invalid provisions are replaced by statutory law. German is authoritative unless another contract language is individually agreed. A new edition applies to existing orders only through a valid contract amendment.