

General Terms and Conditions

Business-to-business sales, supply and service terms

Version: 2026-10-01 · B2B

1. Scope and contractual basis

These terms apply to agreed supplies and services of Mäder Pharma Services GmbH (MPS) to entrepreneurs within section 14 of the German Civil Code (BGB), public-law legal entities and special funds under public law. They cover machinery, format parts, spare parts, rebuilds, retrofits, engineering, installation, repair, maintenance, consulting, training and digital services.

The version incorporated when the contract is concluded applies. Later publication or an invoice reference does not amend existing contracts. Individually agreed provisions prevail. The agreed specification and project conditions supplement these terms. Customer terms require MPS's express agreement; supply without reservation alone is not acceptance. Statutory rules on conflicting standard terms remain unaffected.

2. Quotations, contracts and guarantees

Quotations are non-binding unless expressly designated as binding. A contract is concluded by order confirmation, signature by both parties or agreed performance. MPS provides these terms before conclusion. Changes and technical approvals should be documented in text form; individually agreed provisions retain priority.

The agreed quality and scope are binding. General brochure statements, illustrative images and indicative design values do not constitute a guarantee. MPS only provides a guarantee in addition to defect rights by an express declaration specifying its subject, duration and conditions. That declaration should be documented in text form.

3. Scope, interfaces and changes

The commissioned items, interfaces and performance characteristics determine the scope. Supplying format parts or modifying individual assemblies does not constitute an overhaul or quality commitment for the entire existing machine. MPS remains responsible for its own contractual work and required inspection and warning duties.

Additional formats, product variants, interfaces, documentation and changes require agreement on scope, price and schedule before execution. Already agreed work does not thereby become an extra. MPS informs the customer of unexpected findings and their effects. Additional chargeable work requires an order, except legally permissible urgent measures needed to avert danger.

4. Format parts, test materials and performance verification

The customer supplies the agreed product and packaging data, tolerances, drawing revisions, machine data and representative samples required for design in good time. Where relevant, this includes dimensions, breaking force, friction and flow properties, electrostatic behaviour, film structure and permitted process parameters. Active or hazardous materials require prior agreement and the necessary safety and handling information.

Design and testing relate to the approved combination of machine, format, product and packaging material. Changes require a new technical assessment. Guaranteed output, reject rate, changeover time or process capability require express agreement including test conditions. Agreed performance remains due; an 'up to' statement alone does not specify a minimum output.

For FAT, SAT and format trials the parties agree formats, material quality and quantity, run duration, speed, defect criteria and documentation. MPS records limitations resulting from missing samples or deviations from approved data. Resulting additional work is handled under sections 3 and 6; this does not deem a test successful.

5. Customer cooperation and work safety

The customer appoints a responsible contact and provides agreed shutdowns, access, qualified operators, utilities, lifting and transport equipment and site-specific clearances in time. Machines must be accessible, sufficiently cleaned and handed over in a condition safe with respect to product hazards. Residual contamination, hazardous substances and special precautions must be disclosed before work starts.

MPS may suspend work where concrete safety hazards or missing required clearances prevent safe execution. Each party retains its own statutory workplace, employer and product-safety duties. Where the customer is responsible for missing cooperation or interruptions, necessary documented waiting time, additional travel and other extra expenditure are charged at agreed rates, taking account of savings and alternative deployment.

6. Prices, service costs and payment

The agreed currency, prices and payment milestones apply. Prices exclude applicable VAT. Unless otherwise agreed, delivery is ex works Ehingen; packaging, freight, insurance, travel time and travel expenses are charged separately. Calculation bases and any surcharges must be agreed before the order. Unless otherwise agreed, invoices are due in full within 30 days of the invoice date.

Service figures expressly described as budgets or estimates are not fixed prices. Documented commissioned work is charged at agreed rates. MPS promptly notifies the customer of an anticipated substantial overrun and agrees further steps. A fixed price remains binding for its agreed scope. A signed timesheet confirms recorded hours and does not, by itself, constitute acceptance or a waiver of defect rights.

Statutory remedies apply to late payment. If circumstances revealed after conclusion jeopardise payment because of insufficient financial capacity, section 321 BGB governs suspension, security and withdrawal. Set-off is permitted for undisputed, finally adjudicated claims or claims arising from the same contract; statutory retention rights for defects remain unaffected.

7. Dates and events beyond reasonable control

Binding dates must be agreed as such. An agreed delivery period starts subject to timely provision of due technical approvals, test materials and advance payments. Missing cooperation extends dates only to the extent causally necessary; delays attributable to MPS remain unaffected.

Unforeseeable events beyond the affected party's control that cannot be avoided with reasonable care extend affected deadlines by the duration of the impediment and reasonable restart time. The party must promptly notify and reasonably mitigate the effects. Ordinary procurement difficulties or organisational failures are insufficient. Statutory withdrawal and termination rights remain available.

8. Delivery, risk and retention of title

Agreed Incoterms apply in the expressly specified edition. Otherwise statutory risk rules apply, including section 447 BGB for an agreed dispatch sale and section 644 BGB for work requiring acceptance. Reasonable partial deliveries are permitted where independently usable and acceptable to the customer without unagreed extra costs.

Title remains with MPS until secured claims arising from the business relationship are fully paid. Retained goods must not be pledged or transferred as security; third-party enforcement must be reported promptly. Mandatory rules on processing and combination remain unaffected. If realisable security value exceeds secured claims by more than 10%, MPS releases security of its choice upon request. Repossession and

realisation are subject to statutory requirements.

9. Acceptance, qualification and responsibilities

Work requiring acceptance is accepted after completion and agreed trials. Minor defects do not prevent acceptance and are recorded with a correction date. Deemed acceptance requires compliance with section 640(2) BGB. A test run, timesheet or technical handover alone does not constitute contractual acceptance.

FAT, SAT, DQ, IQ, OQ, PQ, requalification and validation documents are included only to the extent expressly commissioned. The customer is responsible for its pharmaceutical process validation, batch release and approval for production. MPS retains statutory safety, conformity and documentation obligations and expressly agreed qualification duties. Modifications are assessed for any required renewed conformity assessment within the agreed scope; statutory manufacturer duties are not transferred wholesale to the customer.

10. Defect rights and remedial performance

MPS is responsible for physical and title defects in the contracted supply or work. Inspection and notification obligations under sections 377 and 381 of the German Commercial Code apply where their statutory conditions are met. Defects should be reported promptly in text form with a comprehensible description and available evidence; statutory burdens of proof remain unchanged.

MPS must receive the legally required opportunity to inspect and remedy defects. The available remedies, necessary costs and rights to refuse are governed by applicable sales or work-contract law. Following failure, expiry of a deadline or a statutory exception to that requirement, withdrawal, reduction, self-remedy and damages remain available subject to their statutory conditions. Section 12 also applies to damages.

A fault is not attributable to MPS to the extent it is caused exclusively by normal wear, unsuitable or deviating products or packaging materials, improper cleaning or lubrication, disregard of agreed operating conditions or interventions for which MPS is not responsible. This affects only the consequences caused thereby, not the entire machine. Wear parts may still have an original material or manufacturing defect, for which defect rights remain available.

The agreed documented condition governs used and refurbished machines. A rebuild renews only the commissioned scope. MPS does not refer the customer exclusively to manufacturers or subcontractors for its own contractual obligations. Investigation of an unjustified defect claim is chargeable only where the customer knew or negligently failed to recognise that MPS was not responsible, or separate paid diagnostics were agreed.

11. Limitation periods for defect claims

Claims for physical and title defects in supplied movable goods become time-barred twelve months after delivery. Claims for work on movable goods become time-barred twelve months after acceptance. Where contractual acceptance is agreed for a supply, that period starts with acceptance. Statutory periods apply to services outside these categories.

This shortening does not apply to intent or gross negligence, culpable injury to life, body or health, fraudulent concealment, liability within an assumed guarantee or claims under the German Product Liability Act. Statutory special periods and protections remain unaffected, in particular third-party rights in rem (section 438(1) no. 1 BGB), buildings and relevant building materials (section 438(1) no. 2 BGB), construction work (section 634a(1) no. 2 BGB) and supplier recourse (sections 445a, 445b and 478 BGB). Statutory periods apply in these cases.

The shortening also covers defect-related damages unless an exception above applies; an otherwise shorter statutory period remains applicable. Statutory suspension, expiry protection and restart rules remain unaffected. Agreed longer periods prevail.

12. Liability

MPS has unlimited liability for intent and gross negligence, culpable injury to life, body or health, fraudulent concealment of defects, liability under the German Product Liability Act and liability within an expressly assumed guarantee.

Otherwise, for ordinary negligence MPS is liable only for breach of an essential contractual duty whose fulfilment enables proper performance and on which the customer may normally rely. Liability is limited to foreseeable loss typical of the contract at its conclusion. Damages liability for other ordinarily negligent breaches is excluded.

These rules also apply to production losses, lost profit, recall costs, data losses and other consequential losses; no blanket exclusion of such losses despite breach of an essential duty is agreed. The rules extend to legal representatives and vicarious agents. Statutory contributory fault, mitigation duties and mandatory liability remain unaffected.

13. Services, training and rescheduling

For consulting and training, MPS owes the agreed professionally performed activity unless a specific result is agreed. Obligations to achieve a result in repair, manufacture or modification depend on the actual agreement; hourly billing alone does not change their legal classification. Training does not replace operational work authorisation or regulatory certification.

For an agreed rescheduling requested by the customer, unavoidable documented rebooking, travel and reserved-resource costs are taken into account at agreed rates, less savings and alternative deployment earnings. Termination rights and payment consequences follow law and individual agreement. A blanket full-price charge without deductions is not agreed.

14. Intellectual property, documents and confidentiality

Rights in MPS's concepts, drawings, calculations, software and training materials remain with MPS or the respective owners. The customer receives rights required for contractual use. Using confidential MPS design documents for reproduction or disclosure to competitors requires express agreement; mandatory statutory rights and contractual maintenance remain unaffected.

The customer ensures it is entitled to provide its drawings, data, samples and software for the agreed purpose. MPS remains responsible for its own intellectual-property infringements. MPS is an independent supplier; references to OEM brands or part numbers identify compatibility and do not, without express statement, indicate manufacturer authorisation.

Both parties protect confidential technical and commercial information and disclose it only to persons needed for performance who are also bound to confidentiality. Publicly known, lawfully otherwise obtained or independently developed information is excluded. Required disclosure to authorities, courts and professional advisers under duties of confidentiality remains permitted. Customer logos, references and project images require permission for publication.

15. Software and digital services

Use, term, delivery model, supported interfaces, maintenance and availability follow the individual service agreement. Continuous availability or specific response times require express agreement. Statutory defect rights and expressly assumed operational, security and update obligations remain in force.

The customer is responsible for agreed measures in its own IT environment, including access controls, appropriate backups and secure remote access. MPS remains responsible for the security of its own services. Qualified users must verify AI-assisted results before production or GMP-relevant use. Required privacy and data-processing agreements are concluded separately.

16. Governing law, jurisdiction and final provisions

German law applies, excluding the UN Convention on Contracts for the International Sale of Goods. For merchants, public-law legal entities and special public-law funds, Ulm is the exclusive jurisdiction; MPS may also sue at the customer's general jurisdiction. For other customers this applies only where a jurisdiction agreement is legally permitted. Mandatory jurisdiction and applicable mandatory laws remain unaffected.

Invalid provisions are replaced by statutory rules; the remainder of the contract continues as provided by law. German is the authoritative version of these terms unless another contract language is expressly individually agreed. The English version facilitates understanding.