

## General Terms and Conditions of Business and Sales Eckert & Ziegler Radiopharma GmbH

### 1 GENERAL

(1) The following General Terms and Conditions of Business and Sale (GTC) constitute an integral part of the contractual agreements concluded with the Buyer for the products sold and services rendered by Eckert & Ziegler Radiopharma GmbH ("Seller"). Unless agreed otherwise, and insofar as Buyer as purchaser is a business owner, legal entity under public law or special fund organized under public law, all offers, deliveries and services are based exclusively on these General Terms and Conditions of Business and Sale.

(2) Any general terms of Buyer, which differ from, contradict or supplement these GTC shall be considered a part of contract only if and insofar as Seller has explicitly agreed to it in writing on a case-by-case basis.

(3) These GTC in their respective version shall be part of any contractual agreements within the framework of existing business relations with the Buyer, even if the Seller does not separately refer again to their inclusion.

### 2 CONCLUSION AND CONTENT OF CONTRACT

(1) All offers of Seller are without obligation and not binding unless they have expressly been labelled as binding or the offers contain a certain term for acceptance. All contractual agreements pertaining to the products and services of Seller and all ancillary agreements and subsequent changes are subject to Seller's confirmation in writing to become valid. However, an order from the Buyer shall be deemed to have been accepted even in the absence of written confirmation, if the Seller carries it out within an acceptance period of not more than thirty (30) days.

(2) Specifications concerning the product or service to be supplied and the related graphical representations shall not be fully authoritative. Customary deviations, deviations resulting from legal regulations, minor deviations as well as changes customary in commerce and technical improvements (e.g. new or different material, changes in technical design) including different supplier for parts of products, shall be permitted without the prior notice to Buyer. In case the products are part of a clinical trial, Buyer is asked to agree with the Seller on a Quality Assurance Agreement in order to guarantee a stable supply of products.

(3) Cancellation requests must be submitted in writing to [radiopharma@ezag.com](mailto:radiopharma@ezag.com). Orders can be cancelled by Buyer within two (2) weeks after placing the order or until production of product started, whatever is

shorter. In case of cancellation, when the production of the product has already begun, the Buyer must pay 50% (fifty percent) of the purchase price.

### 3 TERMS OF DELIVERY AND DISPATCH

(1) Unless specifically agreed otherwise, the times and dates of delivery of products and performance of services shall be deemed to be only approximate.

(2) The delivery period shall commence on the date the order is confirmed by the Seller, or, if the Buyer is obligated to pay in advance, the date payment is received from him. Without prejudice to the rights of the Seller arising from the Buyer's default, the dates and periods of performance shall be extended by the time the Buyer fails to meet his commitments under contractual or statutory provisions.

(3) To the extent permitted by law: Deliveries and services of the Seller are subject to relevant national and international export control regulations. The Buyer thus undertakes to (a) comply with all applicable trade sanctions, executive orders, regulations, embargoes, export control laws and restrictions imposed by the Federal Republic of Germany, the United States of America and/or the European Union and/or the United Nations (together "Export Regulations"), concerning goods (hardware and/or software and/or technology and related documents, regardless of the manner in which they are provided) or services manufactured and/or supplied by the Seller or its affiliates or subcontractors; (b) to obtain the pertinent export authorization or to make the export declarations required under applicable law and/or governmental regulations before the Seller exports or re-exports goods or parts thereof (collectively "Export Authorization"); and (c) to fully indemnify the Seller from all claims asserted against the Seller by authorities or other third parties due to the Buyer's failure to comply with the Export Regulations and to reimburse the Seller for all damages and expenses incurred in this connection. The contractually agreed services of the Seller and each delivery of the goods or parts thereof are subject to the strict condition of full compliance with the Export Regulations and the obtaining of the Export Authorization. Delays due to export inspections or licensing procedures will suspend deadlines and delivery times. If at any time the goods, services or technologies manufactured, purchased, provided or delivered in accordance with the order confirmation may not be delivered in compliance with the applicable Export Regulations or the required Export Authorizations, the Seller will refrain from delivering the goods. In such case, the Seller may cancel the relevant order and/or delivery without liability. In particular, the Seller is entitled to refrain from delivering the goods to a destination, country or person directly or indirectly prohibited by Export Regulations. The Seller will notify the Buyer of the

decision not to deliver goods to countries subject to corresponding Export Regulations via all specific information. The Buyer will refrain from delivery to a destination, country or person directly or indirectly prohibited by Export Regulations. Claims for damages by the Buyer due to such delays, if they are not the responsibility of the Seller, or such cancellation are excluded. The Buyer must comply with Export Regulations and obtain the necessary Export Authorization when passing on the goods supplied by the Seller (hardware and/or software and/or technology as well as associated documents, irrespective of the way in which they are made available) or the services provided by the Seller (including technical support of any kind) to third parties in Germany and abroad.

(4) In cases of force majeure and in the event of other circumstances which could not be foreseen at the time the contract was concluded (e.g., any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, fire, explosion, embargo, currency restriction, operational breakdowns of any kind, difficulties in obtaining materials or energy or in obtaining deliveries from suppliers, delays or shortages in transport, non-delivery or late delivery to the Seller, strikes, measures taken by governments in their sovereign capacity, epidemics, pandemics, or any other acts of a similar nature of force), for which Seller is not responsible and which substantially hinder the delivery or render it impossible, Seller shall be entitled to withdraw from the contract, unless the circumstances are of a temporary nature only. In the case of temporary circumstances, the dates and periods of delivery and performance shall be extended or prolonged by the duration of the circumstances plus a reasonable startup time. In case of a partial or complete shortfall of our then current sources of supply, the Seller shall not be obliged to purchase or otherwise obtain alternative supplies from other suppliers. If, owing to the delay, the Buyer cannot be reasonably expected to accept the products or services, Buyer can withdraw from the order by making a declaration in writing to this effect and sending it to the Seller without delay. No claims for damages shall be allowed in the cases mentioned in the foregoing. But in every case, the Seller is obligated to notify the Buyer without delay of the unavailability of products and services.

(5) Increased or decreased deliveries customary in trade are permissible if it is not apparent that a specific quantity matters. Partial deliveries are also permissible, each partial delivery being deemed to be a complete legal transaction.

(6) Delivery shall be effected from the respective shipping point in accordance with the terms specified in the contract, the interpretation of which shall be governed by the INCOTERMS applicable on the date the contract is concluded. Unless expressly agreed

otherwise, deliveries are made EXW (EX Works).

(7) The Seller shall be entitled to select the mode of shipment including carrier, route and packaging. Any additional costs incurred as a result of special shipping requests made by Buyer, shall be borne by Buyer. Unless a carriage free delivery has been agreed, Buyer shall also bear any increases in shipping rates, packaging and storage expenses etc., occurring after the contract has been concluded.

(8) The risk of accidental destruction, deterioration or loss of products shall pass to Buyer in accordance with the agreed INCOTERM 2020.

#### 4 PRICES AND TERMS OF PAYMENT

(1) Pricing for the agreed products and services shall be based on the relevant price lists as amended from time to time, unless Buyer-specific prices have been agreed. Additional or special services shall be billed separately.

(2) Seller's prices are quoted in euro (EUR) or U.S. dollar (USD) plus the statutory value-added tax as valid at the time concerned. Unless agreed otherwise, costs of packaging, transport and possible transport insurance are not included and will be invoiced separately.

(3) Unless agreed otherwise, payment shall be made without deduction within 14 (fourteen) days of the date of the invoice. If settlement is by bills of exchange or checks, payment shall be deemed to have been made when they are cashed.

(4) In case of default of payment by the Buyer, the Seller is entitled to charge a statutory rate. This does not exclude asserting claims for other damages.

(5) Moreover, notwithstanding Buyer's provisions to the contrary, the Seller is entitled first to set off payments against the Buyer's older debts. The Buyer shall not be entitled to withhold payment on account of Buyer's counterclaims or to set it off against such counterclaims unless such counterclaims are uncontested or recognized by declaratory judgment.

(6) If, after concluding the contractual agreement with the Buyer, circumstances become known to Seller which tend to substantially undermine confidence in Buyer's willingness or ability to pay, Seller is entitled, notwithstanding agreements to the contrary, to make future deliveries and services contingent on advance payment or security.

#### 5 WARRANTY

(1) The products supplied by the Seller shall be carefully inspected for obvious defects immediately after their arrival. The products shall be deemed to have been accepted, unless Seller receives a written notice of defects within 10 (ten) days of delivery but in any case within the shelf life of product. If, despite careful inspection, defects are not recognised, this period of notice shall apply from the time of discovery of the defects. Moreover, damage to the packaging and other

obvious damage that occurred to the products in transit shall be reported to the carrier, haulage contractor or other person charged with the execution of the dispatch at the moment the products are delivered.

(2) Seller warrants the products it sells to be free from defects in labour and materials/parts for a period of 12 (twelve) months or for the shelf life of product, whatever is shorter. The warranty period begins upon delivery.

(3) At Seller's request, products found to be defective shall be returned to Seller carriage paid. The necessary freight return costs will be refunded by Seller if the notice of defect is justified.

(4) In case of defects, the Seller is obligated to remedy them or to supply products free from defects within a reasonable period of time, the choice being left to the Seller. The Buyer shall not have the option of withdrawing from the order or reducing the purchase price until the removal of defects fails or does not take place within a reasonable period.

(5) The original manufacturer's warranty shall apply to the radiopharmaceutical which forms part of the products, but which is not manufactured by the Seller. Seller's warranty regarding radiopharmaceutical which forms part of the products shall not exceed the warranty of the original manufacturer.

## 6 LIABILITY

(1) In all cases involving slight negligence, the Seller is exempt from any liability for loss or damages, in particular from liability due to breaches of duty arising from the contractual relationship and from statutory provisions, unless injury to life, limb or health of persons is concerned. Similarly, this exemption from liability does not apply to cases of breach of a substantial contractual obligation, but such liability shall be limited to compensation for typical, predictable damage for the respective contract.

(2) The aforementioned limitation of liability shall not apply to cases of liability without fault which are governed by law. However, it does apply in equal measure to the personal liability of Seller's statutory and vicarious agents.

(3) The Seller cannot be held responsible for loss or damage attributable to any of the circumstances identified in Section 3 (3).

## 7 RESERVATION OF TITLE

(1) The Seller reserves the title to the products until payment for them is made in full (reserved products).

(2) If the Buyer defaults on his payments, Seller is entitled to bar the Buyer from using the reserved products and to take them back at Seller's discretion. Taking back the products constitutes a withdrawal from the contract only if Seller expressly declares this to be the case. If the Seller takes back the products, he is authorised to sell

them, the net proceeds being set off against the accounts payable by the Buyer.

(3) If the Buyer is not in default, he is entitled to sell the reserved products to third parties in the ordinary course of business. Already at this point, the Buyer assigns to the Seller the claims he is entitled to from this sale to third parties, including any ancillary rights. Until further notice, the Buyer shall be entitled to collect the claims assigned to Seller in his own name and at his own expense. The Seller is not entitled to revoke this authorisation so long as the Buyer meets his payment obligations arising from the business relationship. If conditions for revocation exist and if notice of revocation is given by the Seller, then the Buyer shall be obligated to disclose the unpaid claims and their debtors, to obtain the information and documents necessary for collection and, without delay, to notify the debtor of the assignment.

(4) In the event of seizure of the reserved products by third parties, particularly in the event of attachment, the Buyer shall indicate that it is Seller's property and inform Seller forthwith.

## 8 LIMITATION PERIODS

All warranty claims shall become statute-barred after one (1) year of the delivery of the products. The regular limitation period according Section 195 BGB for other contractual and non-contractual claims against the Seller shall be three (3) years from the beginning of the statutory limitation period. Mandatory limitation periods shall remain unaffected.

## 9 TRADEMARKS

The Buyer is not permitted to use Seller's product names, especially Seller's trademarks, on buyer products or in any printed and advertising materials without our prior written consent. The supply of products under a trademark shall not be construed as an agreement on the use of this trademark for the products manufactured from it.

## 10 PHARMACOVIGILANCE

(1) The Buyer shall inform the Seller in writing within twenty-four (24) hours of all reports of adverse events coming to the attention of Buyer with regard to the sold product. All Pharmacovigilance related issues are to be communicated to Seller by e-mail using the email address [pharmacovigilance.radiopharma@ezag.de](mailto:pharmacovigilance.radiopharma@ezag.de).

## 11 CODE OF CONDUCT AND ANTI-CORRUPTION OBLIGATION

(1) The Buyer is obligated to conduct its business in connection with this contractual relationship in a way that is consistent with the principles set out in the Eckert & Ziegler Business Code of Conduct as

amended from time to time. Buyer is obligated to procure that its employees act in compliance with this Article. Buyer shall be liable for all acts or omissions of its employees as if such acts or omissions were the acts or omissions of Buyer.

(2) More particularly, in connection with this contractual relationship Buyer itself, its employees, agents and any other third parties shall neither offer, agree to give or give any person nor demand, agree to accept or accept from any person - whether for themselves or another person and either directly or indirectly - any gift or payment, consideration or benefit of any kind, which constitutes an illegal or corrupt practice under the laws involved (Anti-Corruption Obligation). Buyer shall constantly disclose in writing to Seller the details of any breach of the Anti-Corruption Obligation. Buyer shall (i) at all times maintain strict compliance with the Anti-Corruption Obligation; (ii) monitor its employees, agents and other persons who work for him to ensure their compliance with the Anti-Corruption Obligation; (iii) make clear, in all its dealings on behalf of Eckert & Ziegler or its affiliates, that it is acting in accordance with the Anti-Corruption Obligation.

## **12 CONCLUDING CLAUSES**

(1) The legal relationships between the Seller and the Buyer are governed exclusively by the laws of the Federal Republic of Germany. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply. However, prerequisites and effects of the retention of title pursuant to Section 7 are subject to the laws of the respective location of the product if and insofar the choice of governing law in favour of German law is not permitted or invalid.

(2) The legal venue for all national and

international disputes arising directly or indirectly from or in connection with this contractual relationship shall be Berlin, Germany. However, the Seller is also entitled to take the legal action at the general venue of the Buyer.

(3) If individual provisions of the present Terms and Conditions of Business or parts thereof are or become null and void, this shall not affect the validity of the remaining portion or of the remaining provisions. It shall be deemed to have been agreed that in the place of the provision or part thereof that is null and void, that legally valid provision shall apply, which, in a legally permissible manner, comes as close as possible to the economic objective pursued with the provision that is null and void. The same applies mutatis mutandis, if the contract should prove incomplete.

## **13 PREFERENCE TO LEGAL PROVISIONS**

The handling, purchase, sale, transport and cross-border delivery of radioactive substances are subject to certain legal provisions of the Federal Republic of Germany; they include, in particular, the Regulation on Protection from Ionising Radiation (*Verordnung über den Schutz vor Schäden durch ionisierende Strahlen (StrlSchV)*).

Within the European Union, the delivery of radioactive substances between EU member states is subject to Council Regulation (Euratom) No. 1493/93 of 8 June 1993 on shipments of radioactive substances between Member States.

The dispatch of radioactive substances is subject to regulations on the transport of hazardous substances applicable to the mode of transport concerned (GGVSee/ADR, IATA Dangerous Goods Regulations etc.).

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