Terms and Conditions of Purchase
Boehringer Ingelheim RCV GmbH & Co KG

Boehringer Ingelheim RCV GmbH & Co KG ("BI RCV") places orders exclusively under the following Terms and Conditions of Purchase ("TCP"). The TCP in force at the time of contract conclusion is applicable and can be found on BI RCV's website at https://www.boehringer-ingelheim.at/en/about-us/business-partners/important-documents. BI RCV is not bound by contradictory terms and conditions of business, sale, or delivery issued by the supplier. The supplier acknowledges the exclusive applicability of BI RCV's TCP upon acceptance but at the latest upon time of order fulfilment, even if supplier makes reference to supplier's own terms and conditions. Acceptance and/or payment of the deliveries and services of the supplier does not constitute BI RCV's agreement to the supplier's terms and conditions. The above provisions also apply if offers or confirmation letters contain clauses that differ from, complement or modify BI RCV's TCP. BI RCV hereby expressly objects to such clauses. In instances where an agreement or framework agreement exists between BI RCV and the supplier and/or BI RCV's order makes reference to an existing agreement or framework agreement, and such agreement or framework agreement does not regulate a specific legal issue, the respective clause in these TCP shall govern on this specific issue.

1. Offers / orders / subcontractors

Samples, offers, cost estimates and price information from the supplier are non-binding and free of charge for BI RCV. Orders are valid only if made in writing or confirmed by BI RCV in writing. Fax or electronic data exchange also constitutes the written form. Signature shall include electronic signature (e.g. DocuSign®). Orders issued by BI RCV are considered accepted if the supplier does not object by issuing a different order confirmation within five (5) business days following receipt of the written order. If a deadline for delivery of less than five (5) business days is agreed to, the deadline for cancellation of the order by the supplier is reduced to the deadline for delivery minus one (1) business day. The cancellation by the supplier as well as the order must be made in writing. The content of the order cannot be assigned in whole or in part to third parties (subcontractors, etc.) without BI RCV's written consent.

2. Delivery / acceptance / REACH ordinance

The supplier warrants timely compliance with the agreed delivery date. Partial or early deliveries require the express consent of BI RCV. If no deadline is agreed, delivery or service shall be provided immediately. The supplier must notify BI RCV immediately of potential delivery delays, including its duration, its reason, and provide a new binding delivery date; the supplier must obtain a approval in this regard from BI RCV.

Unless otherwise provided for in the order, delivery is DAP (Delivered At Place) under INCOTERMS 2020 at the cost and risk of the supplier. The supplier undertakes to comply with all legal (in particular, export and customs and controlled goods and sanction party lists) and technical requirements for the respective shipment. The delivery to BI RCV must be marked so that the products under contract can be clearly identified and tracked. In particular, they must include a delivery note, order number, order items and recipient of the goods. The products ordered must also meet the EU's rules of origin; the supplier must send the corresponding certificate of origin without further request to BI RCV.

Deliveries and services must be accepted in the presence of the supplier or of the subcontractor acting on the supplier's behalf, e.g. the shipper. If the delivery or service must be put into operation or use in order to be inspected for defects, acceptance will not take place until the testing operations have been completed successfully.

In the event of delayed or incomplete delivery, BI RCV is entitled to withdraw from the supplier or to demand delivery after granting a grace period. In addition, in the event of delayed delivery, BI RCV has the right (without prejudice to further claims for compensation of damage) to demand a contractual penalty, not subject to the court's right of reduction or abatement, in the amount of 1% of the order value for each new week of delayed delivery, not to exceed 5% of the order value.

The supplier confirms that all deliveries comply with regulations under EU law, in particular the REACH ordinance (EC) No. 1907/2006, RoHS directive 2011/65/EU and the WEEE directive 2012/19/EU as amended from time to time.

The supplier is required under Article 7 or 8 of the REACH ordinance (EC) No. 1907/2006 BI RCV to submit its pre-registration, registration or approval to BI RCV without further request and before performance of service.

Further, the supplier undertakes to send BI RCV the current safety data sheets under Article 31, REACH ordinance, at the time of order placement and following all changes to the safety data sheet, c/o the following central e-mail address: ISEEMSDS.VIE@boehringer-ingelheim.com.

The supplier's violations of the duties under this Section entitle BI RCV to withdraw from the contract/the order.

3. Dispatch / prices / invoices

The figures determined by BI RCV upon initial inspection are definitive for the quantities, measurements and weights of a delivery.

BI RCV will immediately inform the supplier in writing of any defects in the delivery once they are identified/found during the course of ordinary business. This may not occur until further use. The supplier waives any objection to delayed notification about defects under Section 377 UGB (Commercial Code). Undisclosed defects entitle BI RCV to submit warranty claims and/or claims for compensation of damage at any time. Any payments made do not constitute acknowledgement of proper delivery.

Final prices agreed are maximum prices. For shipments, they include all shipping and packaging costs. Unless otherwise provided for in the order, delivery is DAP (Delivered At Place) under INCOTERMS 2020. Sales tax will be listed separately.

Unless otherwise agreed, payments will be made (net) within thirty (30) calendar days of delivery and receipt of the invoice.

Invoices must correspond to the applicable requirements under tax law and must include the relevant BI RCV tax number. Otherwise, they will be returned to the supplier and will not be due for payment.

Exchange rate and currency fluctuations, along with bank fees, will be borne by the supplier.

In the event of delay in payment, default interest shall be charged at the rate provided for in the Austrian Commercial Code (cf. currently § 456 UGB) shall be charged. The date of the transfer order shall be deemed the date of payment.

Travel net costs shall only be reimbursable by BI RCV when they (i) were agreed to by BI RCV in writing and (ii) the supplier submits the original receipts at actual costs. The currently valid version of the "Boehringer Ingelheim RCV GmbH & Co KG (BI RCV) Travel Expense Guideline for Contractors/Suppliers" is available online at https://www.boehringer-ingelheim.at/en/about-us/business-partners/important-documents and shall apply mutatis mutandis.

4. Warranty / liability / insurance

The supplier warrants the use of the best suitable material, along with correct and proper execution, taking account of the latest state of the art. Supplier warrants full compliance of the merchandise sold with the samples, models and descriptions delivered by it. The information provided by the supplier in relation to the sales negotiations, but especially in catalogues, advertising materials, public statements, data sheets and/or other product descriptions including product surveys by BI RCV, are considered to be the contractually agreed product

characteristics. In this regard, the supplier further warrants that the products will have the agreed contractual characteristics; at a minimum, however, the products will be available for use as required under the contract or will have the characteristics that are typical for (or expected of) goods of the same type and quality.

If the products ordered by BI RCV are used to manufacture pharmaceutical and/or medical products and/or cosmetics and/or food, the World Health Organisation's good distribution practices for the pharmaceuticals industry as amended from time to time shall apply.

The supplier shall hand over the goods or services under the contract, with all work products, to BI RCV; the right to use and dispose of the goods or services to be provided by the supplier along with the work products, including know-how (regardless of manner) is assigned exclusively, irrevocably and without limitation to BI RCV.

On the basis of the transferred rights, BI RCV is entitled to apply worldwide for intellectual property rights in its own name and at BI RCV's own expense and to use the invention while naming the inventors. If necessary, the supplier shall assist with the issuance and maintenance of these intellectual property rights using any declarations required by BI RCV.

The supplier must indemnify BI RCV and hold BI RCV harmless from disputes arising from intellectual property or industrial property rights and warrants unrestricted use of the goods delivered.

In the event of defective delivery, BI RCV is entitled to demand improvement and/or replacement delivery at no cost to BI RCV, a reasonable price discount, or complete or partial cancellation of the order. Any expenses BI RCV incurs as a result, such as for transport, travel, labour, materials or the costs of any work in excess of the ordinary inspection of incoming goods will be borne by the supplier. If the supplier does not comply with BI RCV's written request to remedy the defect within a reasonable deadline set by BI RCV, BI RCV can perform the required activities itself, or have the activities performed by a third party, at the supplier's cost. BI RCV can remedy minor defects, or have them remedied, immediately and at the supplier's cost. If BI RCV exercises its legal right to withdraw from the contract, the goods will be returned to the supplier at their place of origin at the supplier's risk and cost. BI RCV is also entitled by law to file claims for compensation of damage due to non-performance and damage that is not caused to the subject of delivery itself.

The period of limitation to report defects is 24 months. For the delivery of goods, it begins upon handover; for contracts for work and services, it begins upon acceptance, i.e. at the time the risk is transferred. Once the defects are remedied in full, the warranty period will recommence.

The supplier is liable to BI RCV for all types of fault, in particular for all types of negligence of its employees or other agents. The supplier shall be liable for the fault of its vendors and suppliers as it would be for its own fault.

The supplier will indemnify BI RCV from claims, regardless of legal reason, that are made by BI RCV's contract partners and other third parties for any violation or contractual or collateral contractual duties (whether due to negligence or intent) or for non-contractual duties of care of the supplier. This applies in particular to product liability claims that result from a faulty product of the supplier, regardless of who is considered the manufacturer of the final product under liability laws. In this regard, the supplier must prove that the goods delivered to BI RCV were not defective. It will cover any resulting costs and expenses (including the costs of any legal disputes or required retrofit or recall campaigns).

At BI RCV's request, the supplier must document sufficient employers' liability and product liability insurance by presenting a valid insurance certificate.

5. Additional provisions for services

The type, scope and costs of services are described in detail in a confirmation of services rendered or in the order. In the event of changes, an order change must be agreed by the parties. Otherwise, the supplier cannot demand payment for these changes. The supplier must inform BI RCV immediately in writing about any changes once it obtains knowledge of them. Services will be billed either as fixed prices, based on time and materials, or as hourly rates; in the latter case, a maximum amount of billable hours will be agreed. For services billed hourly, only the actual hours worked can be billed. Payment will be made based on itemised bills to be approved by BI RCV. The supplier warrants that it will perform the services to the best of its knowledge and belief and according to the state of the art. The warranty provisions under Section 4 will apply accordingly. The supplier warrants that it will use only qualified personnel to perform the services. These employees will be listed on the itemised bills. The supplier will not replace employees without a legitimate reason. In each case, prior written consent must be obtained from BI RCV. The supplier undertakes to immediately oblige its employees, contractors, etc. involved in the project to follow the same duties of confidentiality that it is bound by under these TCP.

BI RCV shall be entitled to terminate its order at any time and with immediate effect. In such case, however, BI shall be obliged to compensate the supplier for all Services it has hitherto rendered pursuant to the specification of services. Costs the supplier incurs for obligations the supplier has already entered into at the time it received notice of termination shall likewise be refunded, provided those obligations comply with the specification of services and the supplier is unable to terminate them. The right of both parties to terminate the contract without notice for cause ["Kündigung aus wichtigem Grund"] shall remain unaffected.

Unless otherwise agreed in writing, supplier shall irrevocably and exclusively assign all registrable and non-registrable intellectual property rights (hereinafter "IP Rights") created within the scope of its work and its work results for BI RCV (hereinafter "Results") to BI RCV so that BI RCV then acquires ownership of them. If assignment of the IP Rights, such as the case with copyrights, is not legally possible, then supplier shall grant BI RCV an exclusive right that is unrestricted in time, location, or content (including reproduction, revision and translation rights) to use the Results for all purposes and in all known and as yet unknown ways by BI RCV itself or by third parties and to assign these rights in whole or in part to third parties. The assignment of IP Rights shall be effective at the time the services are performed.

Upon BI RCV's request all agreed upon deliverables, including the Results, prepared by the supplier shall be made available to BI RCV in compatible electronic formats appropriate for the Results and stipulated by BI RCV, such as office software file formats (.docx, .xlsx, .pptx, .pdf); video, animation, audio or virtual reality file formats; or web code. In addition, the source files generated in the design and creation of the final Results shall be provided and packaged according to BI guidelines, such as files created by Adobe InDesign, Adobe Photoshop, Adobe Illustrator, Adobe Premier, etc. The Results in final format and source files shall be uploaded free of charge to BI's Digital Asset Management (DAM) system upon completion of work and any relevant approvals, such as Medical Legal Review (MLR) Approval, including the assignment of corresponding metadata. In addition, upon BI RCV's request, the supplier shall provide (if any) any and all stock creative components (such as stock photos, stock video, stock audio, logos, icons, etc.) provided by the supplier or purchased or created on behalf of BI RCV for use in the Results, including all licensing information with respect to any such material, design or any other information, according to BI provision guidelines for the DAM provided by Customer.

6. Transfer of ownership

It is agreed with the supplier that ownership of the ordered goods will be transferred to BI RCV upon payment. The supplier warrants that there are no third party rights to the

delivered goods. Retention of title will not be extended or passed on to the supplier.

7. Quality

The supplier must produce the products under the contract for delivery, taking account of the environmental, safety and legal requirements applicable to the relevant products under the contract, of the ISO standards, ÖNORMEN (Austrian standards) etc., the generally accepted rules of engineering and of standard market quality requirements; it must also perform inspections on these products. The supplier will maintain a standard market quality management system; it will maintain and further develop this for the time of collaboration in line with the relevant standards. Furthermore, an escalation process and deviation process shall be established by the supplier, which ensures that the information on the deviation is passed on to their customers. Deviation is understood as deviation from agreements, work procedures, specifications or established standards.

The supplier must inform BI RCV in advance and in good time about any changes to the products under the contract and the processes in its company. This also applies to products that the supplier obtains from third parties. In the event of planned changes to the manufacturing or inspection process or a change in manufacturing location, the supplier must inform BI RCV immediately in writing. BI RCV retains the right in all cases to inspect the products again following the aforementioned changes in line with the rules of BI RCV's product qualification process and/or to subject these products to a technical approval procedure; BI RCV can reject the changes if these changes prevent the product from passing BI RCV's product qualification process. Those changes include changes that deviate from the agreed "specification", manufacturing process, batch number, manufacturing location (also applies to sub-contractors), discontinuation of service, material durability, primary packaging materials, materials of animal origin, as well as a change of company name and address. BI RCV reserves the right to audit the supplier or its affiliate upon request.

8. Intellectual property rights / confidentiality / materials

Drawings, models, samples, tools and documents of all kinds that are produced by BI RCV or based on BI RCV specifications are BI RCV property and cannot be used for third parties or otherwise made accessible to them.

The supplier shall be liable for ensuring that the samples, brands, models, drawings, descriptions and documentation it provides are free of third party rights and that, in particular, intellectual property rights of third parties are not violated. The goods delivered must correspond to legal regulations and official requirements. In all cases, the supplier will indemnify BI RCV from violations of these rights and regulations in the event of third-party claims for compensation of damage.

The supplier undertakes not to disclose any confidential information provided to it, along with knowledge that it obtains during order fulfilment. This obligation shall apply even after order fulfilment. The supplier also agrees not to use this information for itself or have it used by third parties on its behalf. The documents generated within the scope of the work shall be retained by the supplier at least for the statutorily defined periods. On the request of BI RCV, after order fulfilment or notification that the order will not be placed / will be cancelled, all confidential information, including all copies made (except for a copy to document compliance with the confidentiality agreement), must be returned to BI RCV.

Without the prior consent of BI RCV, the supplier cannot make direct or indirect reference to its work for BI RCV, i.e. in particular it cannot name BI RCV as a reference client or use brands, logos, etc. of BI RCV. This also applies with regard to other Boehringer Ingelheim group companies.

Materials/parts provided remain BI RCV property, must be stored separately by the supplier, and are to be used only for the BI RCV order. Upon processing, BI RCV becomes the direct owner of the new or converted items. The supplier shall be liable for damage or loss, even if it was not at fault.

9. Applicable law / place of performance / venue

All disputes arising from or in regard to the contract are subject exclusively to Austrian law, with the exclusion of the UN Convention on the International Sale of Goods and international conflict of laws rules. The location of fulfilment for delivery is the relevant named place of destination. All disputes will be handled by the court with local and material responsibility for commercial matters in Vienna, Austria.

10. Force majeure

Force majeure, labour disputes, business disruptions without fault, unrest, official measures and other unavoidable incidents will indemnify BI RCV for their duration from the obligation to accept the subject matter of the contract by a deadline. During such incidents and for two (2) weeks after their conclusion, without prejudice to BI RCV's other rights, BI RCV is entitled to withdraw in whole or in part from the contract if these incidents are of a considerable duration.

11. Software

Unless otherwise agreed in an individual contract, the supplier shall grant BI RCV at a minimum an exclusive, non-transferable and perpetual right of use to software and hardware products and the related documentation. For the purposes of data backup, BI RCV is entitled to make copies. BI RCV is also entitled, with reference to any copyright notices by the author, to provide these to BI RCV customers for the purposes of contractual fulfilment. The supplier warrants that the software and its data structure are without errors and that it has made proper copies.

12. Compliance / anti-corruption / data protection / Export control/ Pharmacovigilance

Supplier Code of Conduct/UN Global Compact:

The supplier warrants that it will comply with the basic principles of corporate responsibility, labour standards and anti-corruption requirements as set forth in the "Supplier Code of Conduct" available online at https://www.boehringer-ingelheim.at/en/about-us/business-partners/important-documents. The supplier hereby acknowledges these fundamental principles and will instruct its managers, employees and any subcontractors to comply with these principles. To ensure proper conduct, the supplier undertakes to take all required measures to avoid illegal action, in particular to the detriment of BI RCV and/or official agencies. Further, the supplier shall respect global human rights and corporate responsibility as stated in the general principles of the UN Global Compact and in the current version applicable at the time of order placement. See https://www.unglobalcompact.org/what-is-gc/mission/principles.

Anti-corruption:

The supplier represents that it, its owners, its members of the board and the supervisory board, directors, employees, sub-suppliers and agents will act in compliance with any applicable anti-bribery/anti-corruption (ABAC) laws and regulations in connection with BI's business operations or this contract and will not, directly or indirectly, (i) offer, promise or give a bribe, any benefit or advantage to any Public Official or any other third party including legal entities in exchange for an improper advantage, in particluar (a) to comply with regulatory requirements, (b) to enter into transactions of any kind, including business transactions in which BI RCV is involved, (c) to obtain any other improper advantage; (ii) except where there is a legal obligation, give anything of value to any Public Official without the prior written approval by BI, regardless of whether or not such benefit might constitute a bribe; (iii) give anything of value to any third party for the purpose of offering, promising or giving a bribe or any other improper advantage to a Public Official or to reimburse a sub-supplier, agent or any other third party for such bribe or any other improper advantage; (iv) request, accept a promise of or receive any payment, benefit or other advantage from any third party for

oneself or for a third party in exchange for an improper advantage in the procurement of goods or services in connection with this contract.
For the purpose of this contract, "Public Official" means any officer, employee or representative of a national or foreign government international organization and of any respective associated department, agency, institution and organization, including public companies and political parties as well as any person acting in an official capacity for any such government, international organization, department, agency, institution and organization as well healthcare professionals, working in healthcare institutions, in which the national, regional or local government owns an interest or which are financed partly or as a whole by the respective government.

The supplier shall report violations of this ABAC clause to BI RCV.

The supplier shall ensure that its owners, its members of the board of directors and the supervisory board, directors, employees, sub-suppliers, and agents receive, if necessary, appropriate ABAC training and are informed of the obligations under this ABAC clause.

BI RCV shall have the right to audit supplier's records at its own costs and in case of reasonable suspicion of any violation of this ABAC clause upon reasonable prior notice, to ensure Supplier's compliance with this ABAC clause, applicable laws and regulations. BI RCV shall ensure confidentiality concerning the audit. In addition, upon BI RCV's request, the Supplier shall certify compliance with the foregoing in a form suitable for BI RCV. In case of suspicion of a material breach of this ABAC clause, BI shall have the right to request confirmation by an external auditor as well.

Any violation of this ABAC clause constitutes a material breach of this contract. Therefore, BI RCV shall have the right, without prejudice to any further rights, to terminate this contract for cause and with immediate effect in case of a violation of this ABAC clause by the Supplier.

The supplier is aware of and acknowledges that BI RCV has the right to exclude any potential contractual partner that engage in bribery, collusive practices or any other form of corruption or fraud from bids for tenders and future business relations.

The supplier shall indemnify and hold BI RCV harmless for any loss or damage resulting from any violation of the applicable ABAC laws and regulations by the Supplier's owners, members of the board of directors and the supervisory board or the Supplier's own negligent conduct that made it possible for its employees, sub-suppliers or agents to violate such laws and regulations in connection with BI RCV's business operations or this contract.

Data protection:
In compliance with applicable data protection law (DSG), the supplier has, to the extent that the supplier collects, processes or uses personal data on behalf of BI RCV when rendering Services ("Processing"), according to the European General Data Protection Regulation 2016/679 (GDPR) enter into contractual arrangement with BI RCV. Henceforth, due to the GDPR, additional contractual arrangements between BI RCV and the supplier will be required in order to comply with the GDPR.
In case of abroad transfer of personal data to recipients seated outside the European Union/European Economic Area, which do not provide for an adequate data protection level, such contractual arrangements may include (i) the European Union's Standard Contractual Clauses/Standard Data Protection Clauses for the transfer of personal data to processors and/or (ii) any other agreement that competent data protection authorities have declared to be compulsory or acceptable to comply with data protection law obligations.

Export control:
The Supplier acknowledges that any products, goods, software, technology (specific technical information necessary for the development, production, or use of a product) and technical services provided to BI RCV under this contract (hereinafter "Items") may be subject to international, EU, U.S. or other applicable trade compliance and/or export control laws and regulations (hereinafter "Laws") restricting exports, re-exports, transfers or disclosures, regardless of the mode of provision. The Supplier shall comply with all such Laws.
If the Item is subject to any restrictions or license requirements under the Laws, the Contractor shall notify BI RCV about these restrictions accordingly. Upon request, the Supplier shall provide information and other assistance necessary for the classification, export documentation, license determination, export licensing, etc. of Items provided to BI RCV under this contract.
The Supplier confirms that it is neither a Sanctioned Party om terms of UN, U.S., EU or any national Sanctioned Party List nor controlled by a Sanctioned Party to 50% or more. The Supplier shall notify BI RCV without undue delay in case of any changes of this status.

Obligations of the supplier regarding Pharmacovigilance relating to services:
As used herein an "Adverse Event" or "AE" means any undesirable medical occurrence in a patient (human or animal) or participant in a clinical study to whom a BI medicinal product (BI Product) for humans or animals has been administered which is not necessarily related to the respective treatment.
In order to enable BI RCV to comply with its worldwide regulatory reporting responsibility, the supplier/contractual partner shall forward to BI all information received on an AE within one (1) business day after the supplier became aware of:

For BI product for veterinary use:
Any AE that occurs after any use of a proprietary veterinary product (off-label and on-label uses). Included are events related to a suspected lack of expected efficacy, noxious reactions in humans after being exposed to the product, a suspected violation of the approved maximum residues limits/insufficient withdrawal period, a potential environmental problem or a suspected transmission of an infectious agent.

For BI product for human use:
i) AEs, including abnormal laboratory values and AEs occurring from drug withdrawal or drug interactions, or associated with a product complaint or with a falsified BI Product; BI Product information, e.g. interacting drug, product complaint and falsified product information should be included in the report;
ii) reports with or without AE of: drug abuse, misuse, overdose (intentionally or accidentally), errors in drug treatment process (i.e. medication errors), off-label use of a BI Product (i.e. used in a non-registered indication), lack of efficacy, occupational exposure, suspected transmission of an infectious agent via a BI Product or unexpected benefit;
iii) reports of: embryo or foetus potentially exposed to the BI Product (via mother or semen with/without AE), AEs occurring in breastfed infants.
Unless the supplier/contractual partner receives different information from BI RCV in writing, the supplier shall forward all information in English translation on AEs on the aforementioned items **i) through iii)** as it has been received, without screening, selection or further processing, by secure e-mail to the following respective BI RCV PV e-mail address indicating the date of receipt:

For BI product for veterinary use:
E-Mail:AHRCVAnimalHealthPV.AT@boehringer-ingelheim.com

For BI product for human use:
E-mail:PVLocalROPURCV@boehringer-ingelheim.com

Upon BI RCV's request, the supplier/contractual partner shall provide BI RCV with further information on the respective AE report.

Depending on the scope of Services under this contract, BI RCV may request the supplier/contractual partner to comply with additional PV requirements, including but not limited to PV training for the supplier's/contractual partner's personnel engaged in the provision of the
Services. The supplier/contractual partner agrees to comply with all PV provisions required by applicable law or BI policies (e.g. SOPs) which shall be specified
in writing for each Order, as required.
The supplier/contractual partner shall apply with all archiving and record-keeping requirements according to
respective industry standards and applicable law. With regard to records retention the supplier/contractual partner shall apply its internal processes and systems on records retention.

13. Closing provisions

If any part of these TCP is or becomes void, this shall not affect the remaining terms and conditions or the contract. The relevant provision must be replaced with one that comes closest to the original economic and legal intent.

Statements on behalf of BI RCV are legally binding only if they are made by the required number of authorised representatives, i.e. members of executive management, holders of Prokura (power of attorney) or authorised agents.

The supplier cannot rescind the contract due to error and/or laesio enormis.

Claims cannot be set off against claims of BI RCV. The supplier does not have any rights of retention.

There are no verbal or written collateral agreements to this contract. Amendments and addenda must be made in writing; this also applies to a waiver of the written form requirement. Signature shall include electronic signature (e.g. DocuSign®).

A failure by BI RCV to exercise or assert its rights under these TCP does not constitute a waiver of these rights; it expressly reserves the right to later exercise or assertion of these rights.

August 2021