

Returns of good between customer and Iscador AG Germany

	Reason / State of the goods	Remuneration/credit
1	Incorrect delivery by Iscador AG which is legitimately objected to in writing within 5 days.	100%
2	Goods with transport damage which are objected to with written and image documentation within 5 days (including damage report from the transport company in the event of obvious transport damage).	100%
3	Goods returned as a result of a batch recall (within 2 months of recall).	100%
4	Expired goods, 2 months before to 2 months after expiry, upon receipt of the destruction protocol and with detailed product information (batch, expiry, quantity, delivery note number) in written form, if the goods were purchased directly from Iscador AG.	100%
5	Any return that does not correspond to a case outlined in items 1-4 (for example, incorrect orders, etc.).	0% + processing fee: EUR 20

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Please note that physical returns result in a processing fee of € 8/unit. If you destroy the goods, we will refund them free of charge upon receipt of the destruction protocol.

We kindly ask you to provide us one destruction protocol per branch and month.
Refunds will be executed within 30 days.

Return address:
Iscador AG Deutschland
Reutackerstrasse 10
DE-79591 Eimeldingen
Fax: +49 7621 913 70 38
E-Mail: returns@iscador.com

General terms and conditions of sale of Iscador AG

Spitalstr. 22, DE-79539 Lörrach

I. Scope, conclusion of contract

- These terms and conditions of sale only apply to persons, who act upon conclusion of the contract in the exercise of their commercial or independent professional activity (entrepreneurs as defined by Section 14 of the German Civil Code (BGB)), legal persons under public law and special funds under public law.
- For all our deliveries - including future deliveries - to purchasers as defined by Section I. 1 (hereinafter referred to as «purchaser»), the following terms and conditions shall exclusively apply, unless otherwise agreed in writing. The terms and conditions of the purchaser shall not become part of the contract, even if we do not expressly object to them.
- Verbal collateral agreements or undertakings of our employees, which go beyond the contents of the written contract or change these conditions to our disadvantage, shall only be effective after we have confirmed them in writing.
- Our offers are non-binding insofar as they are not expressly designated as binding. Contracts shall only come into being through our written confirmation of order or delivery. Fax or emails are also accepted written forms.

- Payments shall be transferred to our account within 30 days of receipt of the invoice without any deduction and free of charges. The decisive factor in terms of the timeliness of payment is irrevocable payment of the amount into our account.
- A delay in payment or other circumstances that indicate a significant deterioration in the financial circumstances of the purchaser following conclusion of the contract entitle us to demand immediate payment of all our claims which are based on the same legal relationship.
- In the event of a delay in payment we shall charge interest of 9 percentage points above the basic rate of interest, but at least 10%.
- The purchaser is only entitled to withhold payments or set off against counterclaims insofar as its counterclaims are undisputed or have been legally established.

III. Delivery, transfer of risk, force majeure, default

- Delivery within Germany is performed DDP shipping point and in other European countries FCA Eimeldingen (Incoterms® 2020). Unless otherwise stated in our order confirmation, our shipping point is at Reutackerstrasse 10, DE-79591 Eimeldingen.
- Partial deliveries are permissible to a reasonable extent.
- An agreed delivery period commences upon receipt of the confirmation of order, but not before clarification of all details of the order execution, the provision of any documents required for the delivery that need to be procured by the purchaser, permits as well as receipt of an agreed down payment or guarantee of payment.
- Our delivery obligation is subject to timely and correct self-delivery by our suppliers, unless the incorrect or delayed self-delivery is our fault. In

II. Prices and terms of payment

- Our prices result from the respective valid price list and within Germany are delivery duty paid (DDP) shipping point and in other European countries FCA from Eimeldingen (Incoterms® 2020) net in Euro including packaging in parcels and where applicable plus statutory turnover tax.
- For orders below an order value of EUR 200.00, we reserve the right to charge a minimum quantity surcharge of EUR 25.00 if necessary (except for pharmacies).

this case we can withdraw from the contract.

5. Based on DDP shipping point (Incoterms® 2020) the risk shall be transferred to the purchaser following delivery. In the case of European deliveries the risk based on FCA Eimeldingen Incoterms® 2020 shall be transferred to the purchaser following shipment.
6. Force majeure, e.g. mobilisation, war, rebellion or similar unforeseen, unavoidable or unacceptable events, which we are not responsible for, e.g. strikes, lockouts, industrial disputes, difficulties in material procurement, transportation delays, shortages of labour, energy or raw materials, government measures, and difficulties in obtaining permits, especially import or export licences, shall prolong the delivery deadlines by the duration of the disruption and its impacts. This shall also apply if the obstructions occur at the premises of our upstream suppliers or during an existing delay. If the obstruction is not merely temporary in nature both parties are entitled to withdraw from the contract. Claims for damages shall be excluded in the cases stated in Section 6 of this Article III.
7. If we are in default and the purchaser consequently suffers a damage/loss, our liability in cases of ordinary negligence shall be limited to 0.5% per completed week of default, but in total to max. 5% of the net invoice amount of the part of the delivery affected by the default. Statutory claims for compensation in lieu of performance in accordance with Article VII shall remain unaffected.

IV. Retention of title

1. We shall retain title of the goods delivered until we receive all the payments from the existing business relationship with the purchaser. If there is a current account relationship with the purchaser, the retention of title shall extend to the recognised balance.
2. The purchaser is obliged to carefully store the goods subject to retention of title and to sufficiently insure them at its own cost against loss and damage at the replacement value. The purchaser shall now already assign us claims arising from the insurance relationship to the transfer of title subject to a condition precedent. We shall accept the assignment.
3. The purchaser may sell the goods subject to retention of title, in the ordinary course of business, however, assigns to us all claims from the resale of the goods subject to retention of title in full in

advance. We shall accept the assignment.

4. The purchaser is entitled to collect the accounts receivables assigned to us as long as it meets its payment obligations. If the purchaser no longer meets its payment obligations we can revoke the authorisation to resell and demand that the purchaser notifies us of the accounts receivables assigned and its debtors, provides us with all the necessary information for the collection, hands over relevant documents and informs the debtors of the assignment. The taking back of the goods subject to retention of title is not deemed to be a withdrawal of the contract. If we declare the withdrawal of the contract we are entitled to sell the goods on the open market.
5. The purchaser must immediately inform us if third parties access goods subject to retention of title. Costs incurred by the resisting of such an action shall be assumed by the purchaser, unless they can be collected from the third party.
6. If the value of the securities exceeds our accounts receivables by more than 10% then we shall thus upon the purchaser's request release securities of its choice.

V. Defects and taking back of goods

1. Our product descriptions do not constitute any warranty.
2. The purchaser may only assert any rights due to material defects if it has duly fulfilled its legal obligations to inspect and issue a complaint concerning the goods delivered. The purchaser must inspect the goods immediately following their delivery for any obvious material defects. The purchaser must immediately notify us of obvious material defects following delivery, and of concealed defects immediately following their discovery.
3. Notifications of defects must be submitted in writing, if possible by email, stating the nature and extent of the defect to the following address: returns@iscador.com.
4. Insofar as we have undertaken to transport the goods, the purchaser shall in addition to its obligations under paragraphs 2 and 3 of this Section V, report externally identifiable transport damage and quantity deviations to the carrier upon delivery, record them on the delivery note and demand a damage report from the carrier and send it to us.
5. If we receive justified notices of defects we will deliver the goods again or with the purchaser's consent credit it the value of the goods.

6. The costs of subsequent fulfilment arising from the fact that the object of the delivery has been subsequently moved to a place other than the commercial establishment of the purchaser shall not be assumed, unless the shipment complies with its intended use.
7. Damage to the purchased goods, which are caused by improper storage, does not constitute a defect.
8. If a notice of defects or return is unjustified, we are entitled to demand compensation for the expenses incurred from the purchaser, and at least a processing fee of € 20.00 gross.
9. We shall as a gesture of goodwill replace, or reimburse the purchaser, for goods for which the expiry date expires or has expired in less than 2 months after delivery following the return of the goods or proof of their destruction and detailed information on the goods (batch, expiry, quantity) in writing.

VI. Resale and handing over of the goods

The purchaser is obliged to sell or hand over the goods only completely (i.e. including packaging, leaflets, patient brochure, etc.).

VII. General liability

1. We are liable for intent or gross negligence, fraudulent concealment of defects, injury to life, limb or health, according to the German Medicines Act or according to the German Product Liability Act in accordance with the law. In the event of an assumed warranty we shall be liable in accordance with any applicable warranty conditions.
2. In cases of simple negligence we shall only be liable in the event of the violation of an essential contractual duty the fulfilment of which alone enables the orderly performance of the contract and where the purchaser regularly places its trust, or may place its trust, in its observation and more precisely – insofar as it is not regulated differently in Article III Section 7 for damages caused by delay – it shall be limited to predictable and typical damage in such cases. Liability on our part is excluded in all other cases.
3. Claims of the purchaser due to defects shall become statute barred upon the expiry of a period of 12 months from the date of the transfer of risk, other claims after 12 months from the commencement of the statutory period of limitation. Contrary to point 1 of this Section VII.3, in the case of our liability due to the assumption of a warranty the warranty terms shall apply,

and in the event of fraudulent concealment of a defect and claims for damages according to the German Pharmaceuticals Act and the German Product Liability Act, due to injury to life, limb or health and due to intentional or grossly negligent breaches of obligations the statutory limitation periods shall apply.

VIII. Confidentiality

The purchaser undertakes to treat any special conditions agreed with it as well as all information that becomes available to it during the business relationship, which are marked as confidential or recognisable as our business or trade secrets due to other circumstances, as confidential and not make it accessible to third parties.

IX. Packaging

The disposal of our sales packaging, which is generated in Germany by the private consumer as defined by the German Packaging Ordinance (VerpackV), is guaranteed by our participation in a Dual System as defined by the VerpackV.

X. Place of jurisdiction and applicable law

1. The place of jurisdiction for all disputes resulting from or in connection with the contractual relationship shall be the competent court at our registered office. However, we are also entitled to bring an action at the registered office of the purchaser.
2. The law of the Federal Republic of Germany shall apply whilst excluding the UN Convention on contracts for the International Sale of Goods (CISG) for the legal relationships in connection with this contract.
3. If individual provisions of this contract should be, or become, entirely or partially ineffective or null and void, this shall not affect the effectiveness of the remaining provisions of the contract. The ineffective or null and void provision shall be replaced by that legally effective ruling which comes as close as possible to achieving the economic purpose of the ineffective provision or null and void provisions. This shall also apply in cases of a loophole.