

General terms and conditions of delivery

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I. General Information

BAUSCH + STRÖBEL CUSTOMER CARE CENTER BELGIUM

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II. Scope and Conclusion of Contract

1. These General Terms and Conditions of Delivery ("General Terms") shall only apply to companies, legal entities under public law or special funds under public law. They shall apply for all of our deliveries, including future deliveries within the scope of ongoing business relationships, even if these General Terms are not expressly agreed at such future time.
2. The provisions listed under section III.1. hereof shall apply for deliveries exclusively, subject to different contractual agreements. No other provisions shall become an element of the contract even if not expressly contradicted by us.
3. Our offers are non-binding. They are to be construed as mere invitations made to our customers and prospects to place firm order for our products. No contract shall have been made until our written confirmation of order has been given. The scope of our deliveries shall be set down exclusively by our written confirmation of order, including the written schedules and amendments thereto. Side agreements and changes shall only come in effect upon our written confirmation.
4. Our fulfillment of the contract with respect to parts subject to governmental export regulations shall be subject to the condition that the required licenses are issued to us.
5. The documents and information delivered and made by us such as pictures, drawings, weights and measures are only binding if we have expressly specified them as an element of contract or make specific reference to them.
6. We reserve all ownership and copyrights to samples, cost estimates, drawings, documentation and information of a tangible or intangible nature - even if in electric form; they may not be made available to third parties without our prior express written consent.

III. Prices and Payment

1. Our prices shall apply Ex Works (EXW) according to Incoterms® 2020 and are exclusive of shipping costs and additional VAT in the respective valid amount.
 - a. In case of delivery within the European Union, customer must provide us in good time prior to the contractually agreed delivery date with his VAT identification number as a proof of his exemption from turnover tax. In the event that such notification is not given or not given in good time, we reserve the right to charge the appropriate VAT.
 - b. In case of delivery outside of the European Union we are entitled to charge VAT in the statutory amount after delivery if customer does not send us a proof of exportation within one month after shipment.
2. Cost estimates are only valid if made in writing.

3. Installation, travel times, repairs and other services shall be invoiced and implemented, unless otherwise agreed at the current rates of our Service Conditions.
4. Payments are to be made to one of our accounts without any discounts.
5. Customer may only offset or withhold payment with counterclaims whose legal basis or amount are not disputed or are final and absolute.
6. Unless otherwise agreed, Customer's payments shall be due upon receipt of our invoice. Customer shall be in default of payment 10 days after the receipt of invoice without the necessity of any further notice.

IV. Delivery, Passing of Risk, Receiving

1. We reserve the right to reasonable partial deliveries and partial billing.
2. Incoterms 2020 are deemed to have been agreed. Deliveries shall be Ex Works (EXW) according to Incoterms® 2020 and unless otherwise agreed, ex place of manufacture.
3. Risk shall pass to customer upon delivery. If an acceptance is to be carried out, this shall be decisive for the transfer of risk. Any acceptance tests shall take place in our factory during normal working hours.
4. The foregoing provisions on the passing of risk shall also apply if partial deliveries are made or other services are to be performed by us.
5. Should delivery or acceptance be delayed or not take place as a result of circumstances which are not attributable to us, risk shall pass to customer as of the day of the notice of the readiness for shipment or acceptance. We agree to take out the insurance requested by customer at his expense.
6. Notwithstanding his rights under section VIII. hereof, customer may not refuse the receipt of delivery in the event of insignificant defects or deviations in quantity.

V. Retention of Title

1. Ownership to the subjects of delivery shall not pass to customer until payment has been made in full. If the validity of this reservation of title is subject to certain conditions or special formal requirements in the country of destination, customer shall ensure that they are fulfilled.
2. Customer may neither pledge nor assign the subject of delivery as security prior to the passage of title. Customer must inform us without undue delay in the event of attachments and seizures or other dispositions by third parties.
3. In the event of actions on the part of customer in breach of contract, including, but not limited to, default of payment, we shall be entitled to repossession following a notice of default, and customer shall be obliged to surrender possession. The enforcement of the retention of title and the pledge of the subject of delivery by us shall not be deemed to be a rescission of contract.
4. An application for the initiation of insolvency proceedings concerning customer assets shall entitle us to rescind the contract and demand immediate return of the subject of delivery.

VI. Delivery Dates

1. All our particulars about the delivery time are only approximately valid. However, compliance with a delivery period that has nevertheless been agreed in exceptional cases requires that all commercial and technical issues between customer and us have been settled and that

customer has performed all of his obligations. If this is not the case, the delivery period shall be extended accordingly.

2. Compliance with the delivery date shall be subject to the condition that deliveries to us are correct and on time.
3. The delivery period has been honored if notice of the readiness for shipment is given by the expiration of this period. If acceptance must be made, the acceptance date or alternatively, our notice of the readiness for acceptance, shall govern timeliness.
4. If non-compliance is attributable to acts of God, labor disputes, delays in procuring government licenses or other events outside our scope of influence, the delivery period shall be reasonably extended. This shall also apply in the event of an already existing default. We shall inform customer as soon as possible of the beginning and end of any such event.
5. If the shipment or acceptance of the subject of delivery is delayed on grounds for which customer must bear responsibility, the costs incurred by the delay shall be charged to him. The same shall apply if customer does not open an L/C by the agreed date.
6. We reserve the right to dispose of the subject of delivery if customer has allowed a reasonable period set by us to expire, and to supply customer in a reasonably extended period.

VII. Delays in Delivery, Impossibility

1. In the event of partial impossibility of effecting performance customer may only rescind the contract if it can be proven that partial performance is of no interest for customer. If this is not the case, customer must pay the prices according to the terms of contract attributable to the partial delivery. Otherwise, section IX shall apply. If impossibility or incapacity to effect performance occurs during the delay in acceptance or through the fault of the customer, we shall retain entitlement to consideration.
2. If the responsibility for impossibility is not to be borne by either party, we shall have a claim to the portion of the remuneration attributable to the work performed by us.
3. Within the scope of the statutory provisions, customer is entitled to rescind the contract if, taking into account the exceptions under statute, a reasonable period of grace for the rendering of our performance set for us during our default has been allowed to expire.
4. Any further claims because of a default in delivery shall be governed exclusively by section IX.

VIII. Claims because of Defects

1. For defects of the delivery in materials and title, we shall make the following subsequent performance:

Defects in Materials

a. In our discretion we shall deliver a defect-free item or remedy the defect proven to be defective as a result of a circumstance existing prior to the passing of risk pursuant to section IV of these General Terms and Conditions. Customer shall provide notice of the defects without undue delay and report the defect in writing and with a description thereof. We reserve title to replace parts provided within the scope of the replacement procedure.

b. No claims for defects shall be created for damage incurred for the following reasons, which are not attributable to any fault on our part: Normal wear and tear, improper interference or repair work on the part of customer or third parties, inappropriate or improper use, faulty operation, installation or start-up, faulty or careless handling, improper maintenance, use of

unsuitable operating materials/substitute materials, defective construction work, unsuitable subsoil, hazardous ambience conditions of which we were unaware, chemical, electrochemical or electrical influences, changes to the subject of delivery made without our consent.

c. Customer must provide us with the required time and opportunity for subsequent performance. If we are not provided with this opportunity, we shall not be liable for any consequences resulting from such failure. Customer shall only have the right to remedy the defect himself or through a third party and demand compensation from us for his necessary expenses in emergencies where plant safety is endangered or to avoid unreasonably greater damage, whereby we must be informed immediately.

d. If the notice of defect is justified, we shall bear the direct costs of the subsequent performance. In the event of a replacement delivery, we shall bear the costs of the replacement part and its shipping costs. In the case of delivery/installation sites outside of the Federal Republic of Germany, the total costs to be borne by us shall be limited to the value of the contract.

e. In the event that customer culpably contributes the cause of the defects, including, but not limited to, his failure to comply with the duty to avoid or reduce damage, we shall have a damage compensation claim after the subsequent performance which corresponds to customer's contribution to the cause of the defect.

f. Customer shall have at his option a right to rescind the contract if - taking in account the exceptions under statute - a period of grace of reasonable length set for us for subsequent performance with respect to a defect is allowed to expire. If the defect is only insignificant customer may only demand a reasonable reduction of his consideration. Otherwise, the right to a reduction of the contract price shall be excluded.

Defects in Title

g. If the use of the subject of delivery within the periods set down in section X. results in the infringement of intellectual property rights or copyrights, we shall generally procure the right to continued use for customer or alter the subject of delivery in such manner that an infringement of the intellectual property or copy- right no longer exists. If this is not possible under commercially reasonable terms or within a reasonable period, the parties shall be entitled to rescind the contract. We shall indemnify customer within these periods against undisputed or final and absolute claims of the owners of the intellectual property rights.

h. The claim to defects in title according to Section VIII.1.g. is the customer's exclusive remedy, subject, however, to Section IX. in the event of an infringement of property rights or copyright. Such remedy shall only apply if:

- customer informs us without undue delay in writing with the designation and description of the alleged infringements of intellectual property rights or copyrights
- customer reasonably supports us in the defense against asserted claims or enables us to carry out the modifications pursuant to section VIII.1.g hereof
- we are reserved the right to undertake all defensive measures, including out-of-court arrangements;

- the infringement of intellectual property or copyrights is not based on the instructions or specifications provided by customer

- the infringement of intellectual property or copyrights was not caused by the fact that customer arbitrarily modified the subject of delivery or used it in a manner not conforming to the terms of contract.

2. All other claims for defects (including, but not limited to, compensation for damages not occurring to the subject of delivery itself) are governed exclusively by section IX.

IX. Liability

1. We are only liable, even in the event of damage because of the breach of duties during contract negotiations, and irrespective of the legal basis for liability (including liability for damage caused other than to the subject of delivery itself), in the case of:
 - intent;
 - culpable breach of major contractual obligations;
 - gross negligence on the part of the owner / corporate bodies or executive officers;
 - culpable bodily injury, death and damage to health;
 - defects we have fraudulently concealed or for the absence of which we have guaranteed;
 - personal injury and property damage to personal items, provided that a liability exists under the Belgian Product Liability Act .
2. In the event of the breach of major contractual obligations we shall also be liable for gross negligence on the part of non-executive employees or as a result of slight negligence. In the event of slight negligence our liability is limited to reasonably foreseeable damage typical to the given type of contract.
3. Our liability for the destruction of data is limited to the costs which would be required for their reconstruction.
4. Compensation for pure financial loss is limited by the general principles of good faith, such as in the case of a disproportionate discrepancy between the value of the contract and the amount of loss.
5. Any further liability under any legal basis whatsoever, including, but not limited to, compensation for damages not caused to the subject of delivery itself, shall be excluded.
6. We shall not be liable for the consequences of defects for which no claims for defects are provided for under section VIII.1.b.

X. Insurance Claims

To the extent we have direct claims as a joint policyholder against customer's insurer with respect to the subject of delivery, customer hereby gives his consent to the assertion of such claims.

XI. Software

1. The general terms and conditions of software providers for the software products contained in our deliveries shall have priority over these General Terms and Conditions. Should such terms and conditions not be available, we shall send them to customer upon request.
2. Our General Terms and Conditions shall be in supplement to the general terms and conditions of other providers; sections XI.3 - XI.5 shall apply mutatis mutandis. In the event that the General Terms and Conditions of other providers are invalid, our General Terms and Conditions shall apply.
3. Customer shall receive a perpetual, single, non- exclusive right of use to our software products. The grant of sublicenses is not permitted.
4. are generally not obliged to provide the source code on which the software product is based.

5. Customer may only process our software products to the extent permissible under law. Customer may neither remove nor change the manufacturer's product information, including, but not limited to, notices of copyright, without our prior written consent.

XII. Prescriptive Periods

The statute of limitations for product liability claims is set by the Belgian Civil Code and the Belgian Product Liability Act.

XIII. Export Control Clause

1. The parties are obliged to comply with all applicable economic sanctions, export/re-export control regulations and import restrictions.
2. If necessary for the performance of export control checks by the authorities, customer shall provide us immediately upon request with all information about the final recipient, the final destination and the intended use of the products delivered by us.
3. No-Russia-Clause: Customer shall not sell, export or re-export, directly or indirectly, to the Russian Federation or for use in the Russian Federation any products supplied under or in connection with the Contract that fall under the scope of Article 12g of Council Regulation (EU) No 833/2014.

Customer shall undertake its best efforts to ensure that the purpose of paragraph (1) of this clause is not frustrated by any third parties further down the commercial chain, including by possible resellers.

Any violation of paragraphs (1) and (2) of this clause shall constitute a material breach of an essential element of the contract, and we shall be entitled to seek appropriate remedies, including, but not limited to termination of the contract for cause.

The customer shall inform us immediately of any problems in the application of this clause, including any relevant activities of third parties that could frustrate the purpose of paragraph (1) of this clause.

XIV. General Provisions

1. All taxes, fees and levies in connection with the performance outside of Belgium shall be borne by customer and are to be reimbursed to us as the case may be.
2. Personal data, which are transmitted by the purchaser to us, are stored and used exclusively for the execution of our contractual relationship and, as the case may be, passed on to third parties only insofar as this is necessary for the execution of the contract. Insofar as personal data are stored or otherwise processed, this is done in compliance with and observance of the applicable data protection laws.
3. We shall not reimburse any costs for the return transport of packaging.
4. Customer shall procure at his own expense all of the licenses and/or import/export papers for using the products.
5. The place of performance for customer's obligations in relation to us is set at our corporate seat in Mechelen (Belgium).
6. If one or more provisions (or part of provision) of these General Terms and Conditions is found to be invalid, illegal or unenforceable (in whole or in part), the remainder of the provision and

of these General Terms and Conditions shall not be affected and shall continue in full force and effect as if the invalid, illegal or unenforceable provision(s) had never existed. In this case, the Parties shall amend the invalid, illegal or unenforceable provision(s) or any part thereof and/or agree on a new provision which embodies as closely as possible the purpose of the invalid, illegal or unenforceable provision(s).

7. All notices and other forms of communication required under this Agreement shall be in writing (per mail or per email) and must be sent to the recipient as specified in the Special Conditions. Any Party may change the address to which notices are to be delivered or transmitted by giving the other Party written notice in the manner set forth herein.
8. English language words or expressions used in this Agreement intend to describe Belgian legal concepts only and the consequences of the use of those words or expressions in Anglo-Saxon law or any other foreign law shall be disregarded.

XV. Data Privacy and Confidentiality

As part of the sale and delivery of our products, private and confidential customer data may be collected. For all information concerning the management and processing of these data, please refer to our Privacy Policy.

XVI Force Majeure

1. In the event of a force majeure event rendering the performance of our services wholly or partially impossible, we are released from all liability. In such cases, we may reduce, suspend or terminate our commitments, without being required to pay any compensation whatsoever.
2. The following in particular are considered by the parties to be cases of force majeure: war, civil war, strikes, lock-outs, terrorist attacks, fire, flooding, delays due to suppliers, restrictions or provisions imposed by the authorities, epidemics, pandemics, total or partial interruption or blockage of communication networks, acts of computer hacking.

XVI. Applicable Law, Venue

1. For all disputes arising from the legal relationship between us and the customer the place of jurisdiction is our corporate seat. This shall apply to all disputes arising directly or indirectly from the legal relationship between us and the customer. We reserve the right to file an action at a court at the customer's corporate seat.
2. The laws of Belgium shall apply with the exception of the provisions governing the conflict of laws and the UN Convention for the International Sale of Goods (CISG).