

# **General Terms and Conditions of Purchase of Dr. Gerhard Mann chem.-pharm. Fabrik GmbH**

## **1. Scope**

- (1) Our Terms and Conditions of Purchase apply to, and form an integral part of, all contracts we enter into with our suppliers for their goods or services. These terms shall also apply to all future deliveries, services or offers to us, even if they are not specifically agreed upon again.
- (2) Terms and conditions of our suppliers or third parties that conflict with or deviate from our Terms and Conditions of Purchase shall not apply, even if we do not specifically object to their application on a case-by-case basis. Our Terms and Conditions of Purchase shall also apply if we, without reserve, accept a delivery of goods from a supplier in the knowledge that the supplier's terms and conditions conflict with or deviate from our Terms and Conditions of Purchase. If we make reference to a letter which contains or refers to the terms and conditions of the supplier or any third party, this shall not constitute or imply consent to the application of those terms and conditions.

## **2. Orders and contracts**

- (1) We reserve the right to change the time and place of delivery as well as the type of packaging at any time by giving notice in writing at least 7 business days in advance of the agreed delivery date. The same applies to changes to product specifications, provided that it should be possible to implement them within the normal production process of the supplier and without significant additional cost and effort being incurred. In such a case, we will reimburse the supplier for proven additional costs reasonably incurred by reason of the change in a reasonable amount. If such changes result in delivery delays that cannot be avoided by reasonable effort within the supplier's normal production and business processes, the originally agreed delivery date shall be postponed accordingly. The supplier shall notify us in writing in good time before the delivery date, but at least within three business days of receipt of our notice pursuant to sentence 1, of the additional costs or delivery delays to be expected on its part based on careful assessment.
- (2) We shall be entitled to rescind the contract at any time by written notice stating the reason if

- a) we are no longer able to use the ordered products in our business operations due to circumstances that occurred after formation of the contract and for which the supplier is responsible (e.g. failure to comply with statutory requirements), or are able to do so only at considerable cost, or
- b) the financial circumstances of the supplier deteriorate after formation of the contract to such an extent that delivery is unlikely to be made in accordance with the contract.

### **3. Prices, terms of payment, billing information**

- (1) The price stated in the order is binding.
- (2) Unless otherwise agreed in writing, the price includes delivery and transportation to the shipping address specified in the contract, including packaging and any customs duties and fees incurred. Unless otherwise agreed on a case-by-case basis, delivery shall be DDP (Incoterms® 2020) Brunsbütteler Damm 165/173, 13581 Berlin, Germany.
- (3) The price is inclusive of value added tax at the applicable statutory rate.
- (4) If packaging is not included in the price under the agreement made between the supplier and us, and the charge for packaging that is not only provided on loan is not expressly specified, packaging shall be charged at cost supported by evidence. At our request, the supplier shall take back the packaging at its own expense.
- (5) Unless otherwise agreed in writing, we shall pay the net purchase price within 60 days of receipt of invoice. The date our payment order is received by our bank shall be controlling in determining whether we fulfilled our payment obligation in time. In the event that a petition for insolvency is lodged in relation to the assets of the supplier before the payment due date, a reasonable portion of the purchase price may be withheld for this purpose until the end of the limitation period for warranty claims, unless the supplier provides other security.
- (6) Our order number, product number, delivery quantity and delivery address must be stated on all order confirmations, delivery documents and invoices. If one or more of these details are missing and this delays processing by us in the normal course of our business, the payment deadlines specified in paragraph 5 shall be extended by the period of the delay.

- (7) We will not pay maturity interest. The statutory provisions shall apply to default in payment, with the default interest rate being 5 percentage points above the base interest rate pursuant to Section 247 of the German Civil Code [*Bürgerliches Gesetzbuch – BGB*].
- (8) We shall be entitled to rights of set-off and retention within the scope set by law. The supplier shall only be entitled to offset claims that are undisputed or have been established by final and non-appealable judgment. The supplier shall only be entitled to a right of retention in the case of a claim from the same contractual relationship for which the right of retention is asserted.

#### **4. Delivery time and delivery, passing of risk**

- (1) The delivery time (delivery date or period) specified by us in the order or otherwise applicable under these Terms and Conditions of Purchase shall be binding. Early deliveries are not permitted.
- (2) The supplier shall inform us without undue delay if circumstances occur or become apparent that make it impossible to meet the delivery time.
- (3) If the day on which the delivery must be made at the latest can be determined on the basis of the contract, the supplier shall be in default at the end of this day without a formal reminder from us being required.
- (4) In the event of a delay in delivery, we shall be fully entitled to the claims provided by statute. In particular, we are entitled to demand damages *in lieu* of performance and rescission of the contract after a reasonable deadline has expired without result.
- (5) In the event of delays in delivery, we are entitled, after prior written warning to the supplier, to demand a contractual penalty of 0.5%, max. 5% of the respective order value for each commenced week of delay in delivery. The contractual penalty shall be applied towards the damage caused by default the supplier is required to compensate.
- (6) The supplier is not entitled to make partial deliveries without our prior written consent.
- (7) Even if shipment has been agreed, the risk shall only pass to us when the goods are handed over to us at the agreed place of destination (DDP Incoterms® 2020). Absent any other agreement, the place of destination is Brunsbütteler Damm 165/173, 13581 Berlin, Germany.

- (8) In the case of deliveries from a preferential country or another case of preferential origin, Article 64-66 of Regulation (EU) No. 952/2013 of the European Parliament and of the Council of 9 October 2013 laying down the Union Customs Code (UCC), the supplier must enclose formally and materially correct proof of this preferential origin with each delivery. The supplier shall bear all costs for obtaining and sending the aforementioned preference certificates. Furthermore, the supplier is obliged to comply with the relevant export control regulations and to inform us of the export control code of the delivery items in writing, without being requested to do so, at the latest with the delivery. The supplier undertakes to provide us with detailed information without undue delay and without additional charge in the event of queries relating to customs, tax and foreign trade law backgrounds concerning its services, and to provide us with requested documents and declarations, in particular supplier declarations within the meaning of Article 61 *et seq.* of the Commission Implementing Regulation (EU) 2015/2447.

## **5. Property protection**

- (1) We reserve the right of ownership or copyright in all orders or contracts placed by us, and in all documents made available to the supplier (in particular formulations). The supplier may neither make them accessible to third parties nor use or reproduce them itself or through third parties without our express consent. These documents must be returned to us in complete condition at our request the supplier no longer requires them in the ordinary course of business or if negotiations do not lead to the formation of a contract. In this case, any copies made by the supplier shall be destroyed; the only exceptions to this is storage within the scope of statutory retention obligations and storage of data for security purposes within the scope of normal data backup.
- (2) Tools and models which we make available to the supplier, or which are manufactured for contractual purposes and charged to us separately by the supplier, shall remain or become our property. The supplier shall mark them as our property, keep them safe, take out appropriate insurance for them against damage of any kind or use them only for the purposes of the contract. Unless otherwise agreed, the contracting parties shall each bear half of the costs of their maintenance or repair. However, if these costs are attributable to defects in the items manufactured by the supplier or to improper use by the supplier, its employees or other vicarious agents, they shall be borne by the supplier alone. The supplier shall notify us without undue delay of any damage to these tools and models that is more than minor. Upon request, the supplier shall return them to us in proper condition if it no longer requires them to fulfill the contracts entered into with us.

- (3) Retentions of title by the supplier shall only apply to the extent that they concern our payment obligation in respect of the products to which the supplier retains title. In particular, extended or prolonged retentions of title are not permitted.
- (4) Material enclosed by us with an order shall remain our property. However, the supplier shall have the right to process it for the purposes of the order. In this case, the processing shall be carried out on behalf of us as the manufacturer and shall establish ownership of the processed item for us according to the value of the material provided. In the event that it is combined or mixed with another item, we shall become entitled to a claim to be granted sole ownership of the goods delivered or services provided. The supplier grants us the conditional entitlement to the finished item already upon processing. Sole ownership shall arise upon payment of the agreed consideration.

## **6. Warranty claims**

- (1) In the event of defects, we shall be fully entitled to the claims provided by statute. In deviation from this, the warranty period is 36 months.
- (2) In any case, quality and quantity deviations shall be deemed to have been reported in time if we notify the supplier of them within 14 business days of discovering the defect. Hidden material defects shall in any case be deemed to have been reported in time if the supplier is notified within 14 business days of discovery of the defect. In the case of starting materials, semi-finished goods and finished goods of medicinal products, defects other than visible defects shall be reported immediately after completion of the proper incoming goods inspection in accordance with Section 13 Para. 3a and Section 14 of the German Ordinance on the Manufacture of Medicinal Products and Active Pharmaceutical Ingredients [*Arzneimittel- und Wirkstoffherstellungsverordnung – AMWHV*].
- (3) Acceptance or approval of samples or specimens submitted shall not constitute a waiver of warranty rights.
- (4) Upon receipt of our written notification of defects by the supplier, the limitation period for warranty claims shall be suspended until the supplier rejects our claims or declares the defect remedied or otherwise refuses to continue negotiations on our claims. In the event of replacement delivery and rectification of defects, the warranty period for replaced and repaired parts shall commence anew, unless we must assume, based on the supplier's conduct, that the supplier did not consider itself obliged to take the action concerned, but delivered the replacement or rectified the defects only as a gesture of goodwill or for similar reasons.

## **7. Supplier recourse**

- (1) In addition to warranty claims, we shall be fully entitled to the claims for expenses and recourse within a supply chain (supplier recourse pursuant to Sections 478, 445a, 445b or Sections 445c, 327 Para. 5 *BGB*) provided by statute. In particular, we are entitled to demand exactly the same type of subsequent performance (rectification or replacement delivery) from the supplier that we owe our customer in the individual case in question. Our statutory right of choice (Section 439 Para. 1 *BGB*) is not thereby restricted.
- (2) Before we acknowledge or fulfill a warranty claim asserted by our customer (including reimbursement of expenses pursuant to Section 445a Para. 1, Section 439 Para. 2, 3, 6 Sentence 2, Section 475 Para. 4 *BGB*), we shall notify the seller, briefly explaining the facts of the case, and ask for a written statement. If a substantiated statement is not provided within a reasonable period of time, and no amicable solution is reached, the warranty claim actually granted by us shall be deemed to be owed to our customer. In this case, it shall be for the seller to prove otherwise.
- (3) Our claims arising from supplier recourse shall also apply if the defective goods have been combined with another product or processed in any other way by us, our customer or a third party.

## **8. Liability**

- (1) The supplier shall be responsible for all claims asserted by third parties for personal injury or property damage attributable to a defective product it supplied and shall be obliged to indemnify us against the resulting liability on first demand to the extent that the cause lies within its sphere of control and organization. If we are obliged to conduct a recall campaign vis-à-vis third parties due to a defect in a product delivered by the supplier, the supplier shall bear all costs associated with the recall campaign.
- (2) The supplier shall maintain at its own expense business and product liability insurance with a cover amount of at least € 5 million which, unless otherwise agreed on a case-by-case basis, need not cover the recall risk or criminal or similar damage. The supplier shall send us a copy of the liability insurance policy at any time upon request.
- (3) We are liable for intent and gross negligence. We shall be liable for slight negligence only in the event of a breach of material contractual obligations arising from the nature of the contract or whose breach jeopardizes the achievement of the purpose of the

contract. Even then, the liability for damages shall be limited to the foreseeable damage. In all other cases of slight negligence, damages claims of the supplier are excluded, irrespective of the legal grounds. The above limitation of liability shall not apply in the event of injury to life, limb or health, if a guarantee has been given or in the context of product liability.

## **9. IP Rights**

- (1) The supplier warrants in accordance with this paragraph 1 that the products it delivers do not infringe any industrial property rights of third parties in countries of the European Union or other countries in which it manufactures the products or has them manufactured. The supplier shall indemnify us against all claims third parties may assert against us based on such an infringement of industrial property rights and to reimburse us for all necessary expenses in connection with such claims. This shall not apply if the supplier proves that it is neither responsible for the infringement of industrial property rights nor should have been aware of it at the time of delivery if it had exercised due care to the standard of a prudent businessman [*kaufmännische Sorgfalt*].
- (2) This shall be without prejudice to our further statutory claims based on defects of title in the products delivered to us.

## **10. Confidentiality**

- (1) The supplier shall keep the terms of the order and all information and documents we make available to it for this purpose (with the exception of publicly accessible information) confidential for a period of 5 years after the date of delivery and to use them only for the performance of the order. The supplier shall return the said documents to us immediately upon request after the order has been completed or any related inquiries have been addressed.
- (2) Without our prior written consent, the supplier may not make reference to the business relationship in advertising materials, brochures, etc. and may not exhibit delivery items manufactured for us.
- (3) The supplier shall obtain an undertaking according to this Section 10 from its subcontractors.

## 11. Assignment

The supplier is not entitled to assign its claims arising from the contractual relationship to third parties. This shall not apply if the claims concerned are monetary claims.

## 12. Compliance

- (1) The supplier is obliged to comply with the statutory provisions applicable to it in connection with the contractual relationship. This applies in particular to anti-corruption and money laundering laws, antitrust, labor and environmental protection regulations and embargo requirements. The supplier shall also ensure that the products it supplies comply with all relevant requirements for placing in the market in the European Union and in the European Economic Area. This also includes the existence of a necessary (official) permit to manufacture the products to be supplied and to provide the services. The supplier shall provide us with evidence of conformity and the existence of the necessary (official) permits on request by submitting appropriate documents.
- (2) The supplier shall make reasonable efforts to ensure that its subcontractors comply with the obligations incumbent on the supplier under this Section 12.
- (3) After prior notification, the supplier shall allow us to inspect its production and quality assurance processes during its operating hours for compliance with the statutory minimum standards and compliance with these Terms and Conditions of Purchase. The inspection may also be performed by a third party commissioned by us.
- (4) This paragraph 4 shall apply in cases where Regulation (EC) 1907/2006/EC concerning the Registration, Evaluation, Authorization and Restriction of Chemicals (REACH) is applicable:

The supplier guarantees that its goods comply with the applicable statutory provisions of the REACH Regulation.

The substances contained in the products of the supplier must be pre-registered or registered after expiry of the transition periods as required under the provisions of the REACH Regulation, unless the substance is exempt from the registration obligation.

The supplier shall provide safety data sheets in accordance with Article 31 of the REACH Regulation or the information required under Article 32 of the REACH-Regulation. A safety data sheet in the language of the recipient country shall be made available to us in the cases referred to in Article 31 (1) to (3) of the REACH Regulation.

The supplier shall also provide us with the information referred to in Article 33 of the REACH-Regulation.

A supplier who has its registered office outside the EU member states is obliged to be exempted from its registration obligation and to appoint an Only Representative in accordance with Article 8 of the REACH Regulation. If this Only Representative has carried out a pre-registration or registration that covers the delivery, the supplier shall enclose a certificate confirming this with the delivery. The Only Representative based in the EU must be notified to us by name, stating the address in the European Union.

### **13. Supply chain**

- (1) Under the German Act on Corporate Due Diligence Obligations in Supply Chains [*Lieferkettensorgfaltspflichtengesetz – LkSG*], we are obliged to comply with the human rights and environmental due diligence obligations in our supply chain listed in Section 2 Para. 2 and Para. 3 of the *LkSG* (see [https://www.gesetze-im-internet.de/lksg/\\_2.html](https://www.gesetze-im-internet.de/lksg/_2.html)) with the aim of respecting human rights and preventing or minimizing risks to human rights and the environment or ending violations of human rights or environmental protection obligations. In fulfilling these obligations, we rely on the support of and dialog with our suppliers. For this reason, we will work with our suppliers to achieve appropriate and effective implementation of the *LkSG*.
- (2) We expect our suppliers to support us in identifying risks and violations as defined in paragraph 1. Depending on the individual case in question, we expect the necessary declarations, evidence and information to be provided to an appropriate extent. This also serves the purpose of prevention.
- (3) Due to our obligation to comply with the specified human rights and environmental due diligence obligations in our supply chain in an appropriate and effective manner, we require our suppliers to report any violations of due diligence obligations in their supply chain that they become aware of or that are imminent to us immediately, and to cooperate appropriately in eliminating and/or preventing the occurrence of a violation of due diligence obligations and to take appropriate remedial or preventive action on their part.
- (4) The supplier is obliged to take part in training and professional development courses on the enforcement of the requirements referred to in paragraph 3 if we consider such training and professional development courses to be necessary and offer them. We shall pay due regard to the interests of the supplier in terms of the scope, mode and scheduling of such courses.

- (5) If risks or violations are identified at our suppliers, we are required to take remedial action without undue delay. In this context, we ask our suppliers to cooperate appropriately in minimizing or ending such risks or violations in line with a concept yet to be drawn up for this purpose by providing all necessary information on a case-by-case basis and with regard to the specific risk to enable us to examine the risk or violation. If we deem it necessary in this context, the suppliers concerned may also be required to allow us to inspect or audit their business. The necessity will be determined by and on a case-by-case basis, taking into account any information the supplier may have provided. We also have the right to have the audit performed by a third party bound to secrecy. This shall be without prejudice to any audit rights under other provisions. If there are serious violations and the supplier refuses to cooperate, or improvements do not occur even after repeated attempts, we have the right to terminate the contract for cause as a last resort.
- (6) Reports of violations of human rights and/or environmental obligations can be submitted via the Ethics Hotline reporting portal at <https://www.bausch-lomb.de/kontaktrechtliches/ethik-hotline/>.

#### **14. Code of Conduct**

- (1) As a company of the Bausch+Lomb Group, we are bound by its Code of Conduct, which is available at Code of Conduct (investis.com).
- (2) This Code of Conduct also contains guidelines according to which we select our suppliers and structure our supplier relationships (see in particular sections 7 and 9 of the Code). The supplier accepts these guidelines and aligns its behavior accordingly.

#### **15. Use of our name; public relations**

- (1) The supplier shall not issue any press releases or other promotional materials or make any presentations relating to the existence of an order or the terms of an order without our prior written consent.
- (2) Without our prior written consent, the supplier shall not disclose or use our names, trade names, service marks, trademarks, trade dress, copyrights, domain names or logos of the buyer (or any of our affiliates) or identify us (or any of our affiliates) as

customers. However, this restriction does not apply to the extent such disclosures are required by applicable laws, rules or regulations.

## **16. Conflict minerals provision**

- (1) Our parent company, Bausch + Lomb Corporation, is a publicly traded company that files reports with the SEC under the Securities Exchange Act of 1934 ("Exchange Act") and is therefore subject to Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the SEC's rules thereunder, including the applicable amendments to the Exchange Act ("Conflict Minerals Rule").
- (2) Under the Conflict Minerals Rule, our parent company is required to file publicly available reports with the SEC that (a) state whether conflict minerals necessary to the functionality or production of the goods of the parent company or its subsidiaries, including the buyer, originated in the Democratic Republic of the Congo ("DRC") or an adjoining country; and (b) if Conflict Minerals originate from the DRC or an adjoining country, our parent company is required to take the necessary steps to identify the source of the Conflict Minerals used in the Goods.
- (3) The supplier assures us that no conflict minerals are contained in the materials or parts of materials delivered to us as part of the order and/or are necessary for their functionality or production. The supplier is obliged to make the documents, information and other evidence it requested regarding the accuracy of the above representations and obligations available to us. The supplier is also obliged to inform us in writing without undue delay as soon as it learns or has reason to believe that the foregoing representations and obligations in relation to goods, parts of the goods or materials which have been or will be supplied to us under the order, are incorrect.
- (4) Conflict minerals for the purposes of this clause and the Conflict Minerals Rule of the Dodd-Frank Act are columbite-tantalite (coltan), cassiterite, gold, wolframite or their derivatives (which derivatives are currently limited to tantalum, tin and tungsten); or any other mineral or its derivatives whose mining and trade are identified by the United States Department of State as contributing to conflict financing in the Democratic Republic of the Congo or an adjoining country.
- (5) In addition, the EU Conflict Minerals Regulation (EU) 2017/821 must be observed, according to which EU importers of so-called conflict minerals - tin, tantalum, tungsten, their ores and gold (3 TG) – are subject to additional duties of care and inspection along the supply chain. The regulation stipulates that European importers of 3 TG (tin,

tantalum, tungsten, their ores and gold) must have risk management in place when purchasing raw materials and this is checked by a third-party audit.

**17. Place of performance, place of jurisdiction, applicable law**

- (1) The place of performance for both parties and exclusive place of jurisdiction for all disputes arising from the contractual relationship is 13581 Berlin, Germany.
- (2) The contracts entered into between us and suppliers are governed by the laws of the Federal Republic of Germany, excluding the Convention on the International Sale of Goods (CISG).

These Terms and Conditions of Purchase are valid as of April 15, 2024.