

## 1. Scope

The following General Terms and Conditions of Business and Delivery apply exclusively to all supply contracts between us and our customers. These are published in the current version on the action medeor website. The customer accepts these conditions at the latest when placing the order. Any deviating or supplementary individual agreements must be recorded in writing for the purposes of proof. Unless otherwise agreed, these shall only apply to the individual case.

## 2. Ethical principles

action medeor is committed to implementing the Humanitarian Procurement Center (HPC) principles published by the EU (DG-ECHO). We work with our clients, our project partners and target groups in a spirit of partnership based on equal treatment, transparency and mutual trust. In particular, we expect them not to use forced or child labour to carry out the agreed activities, to actively prevent any form of sexual exploitation and abuse, and to prevent any form of corruption, collusion, fraud and coercive practices.

## 3. Conclusion of contract

Before executing the first order, the customer must be qualified and registered with action medeor. A precise delivery address must be provided with the request. Upon the customer's request, action medeor will prepare a "QUOTATION" offer on possible products, quantities, shelf life, packaging, delivery conditions and prices. This offer is subject to change. The order shall be placed by the customer verbally, in writing or electronically. If the customer does not place the order "PURCHASE ORDER" until 30 days after receipt of the price information or deviates from the stated conditions, action medeor reserves the right not to maintain the offer or to issue a revised offer "REVISED QUOTATION". The purchase contract is only binding when action medeor issues a written or electronically transmitted order confirmation "ORDER CONFIRMATION".

## 4. Prices

The delivered goods shall be invoiced at the prices stated in the order confirmation, plus the statutory value added tax at the respective rate, if applicable. Unless otherwise agreed, the international trade clause (Incoterm 2020) EXW shall apply first. Freight costs are generally not yet included in the individual price items of the order confirmation and, like other costs whose assumption has been agreed, will only be invoiced with the commercial invoice. They may also be invoiced separately. The granting of graduated prices shall correspond to the respectively valid discount scale.

## 5. Delivery, storage costs, transfer of risk

The terms of delivery of the International Chamber of Commerce (ICC), the Incoterms, as amended from time to time, shall apply. The delivery dates specified by action medeor are non-binding. Partial deliveries are permissible. action medeor is also entitled to deliver before an agreed date.

Unless otherwise agreed in writing, the customer shall be responsible for the import of the goods into the country of destination (port and customs clearance) and undertakes to bear all costs incurred for this. If the customer is exempted from customs duties, he/she shall ensure that a valid customs exemption licence is available before the goods are dispatched. In the event of a delay in delivery for which the customer is responsible, agreed delivery periods and delivery dates shall be extended or postponed accordingly.

In the event of delays in shipment for which action medeor is not responsible, action medeor may charge a storage fee of 5 EURO per

week and per pallet space. The customer is entitled to prove that action medeor has not incurred any damage or that a significantly lower damage has incurred. action medeor is also entitled to prove that a higher damage has been incurred. action medeor is also entitled to have the shipment stored by a forwarding agent and to charge the customer for the actual expenses incurred in this regard. If the goods are sent to the customer at the customer's request, the risk of accidental loss and accidental deterioration of the goods shall pass to the customer upon delivery of the goods to our shipping agent, but no later than when the goods leave our warehouse, irrespective of whether the shipment is made from the place of performance and who bears the freight costs. If the delivery is delayed for reasons for which the customer is responsible, the transfer of risk shall take place as soon as we notify the customer that the goods are ready for dispatch. The mode and route of dispatch shall be determined by action medeor.

## 6. Takeover of deliveries

The consignee of the goods named in the order or order confirmation shall ensure that the delivery of goods can be taken over at the specified destination upon delivery and shall be obliged to take them over there. The recipient is obliged to notify us of the acceptance of the delivered goods within 5 days of delivery in writing on an appropriate form or informally by e-mail together with the temperature records of the shipment as per enclosed temperature logger. As part of our quality assurance process, the customer shall notify us of any quality problem with our products, stating the product name and the product and order number, to the following e-mail address: [vigilanz@medeor.de](mailto:vigilanz@medeor.de).

For the handling of damage and loss cases, reference is made to the regulations in No. 9 ff.

## 7. Terms of payment

As a rule, action medeor requires advance payment, since as a non-profit organisation it is not possible to pre-finance orders. Should amounts be invoiced on the basis of trusting cooperation with customers, our invoices shall be deemed accepted if the customer has not objected to them in writing within 10 calendar days of receipt. Unless expressly agreed otherwise, invoices are payable within 14 calendar days of the invoice date without any deductions. action medeor only accepts cashless payment transactions. The date of payment shall be the date on which the amount is credited to our account.

Unless otherwise agreed, the customer shall be in default without reminder no later than 15 days after the invoice date and receipt of the invoice. In the event of default of payment by the customer, we shall be entitled to demand interest on arrears at the customary commercial rate. The assertion of further damages is not excluded. The customer may only offset against our claims with undisputed or legally established counterclaims. The customer shall not be entitled to a right of retention due to claims that do not originate from the same contractual relationship.

## 8. Property rights

We reserve title to the goods delivered until full payment of all our present and future claims arising from the business relationship with the customer. This also applies to goods delivered directly to the customer by third parties in our name and for our account. The customer is authorised to dispose of the reserved goods in the ordinary course of business. He is not entitled to dispose of the goods in any other way, in particular not to pledge them or transfer them by way of security. Until full payment of all our present and future claims arising from the business relationship with the customer, the customer hereby assigns to us by way of security all claims arising from the resale of goods subject to retention of title; we accept these assignments.

## General Terms and Conditions of Business and Delivery of the Deutsches Medikamenten-Hilfswerk action medeor e.V.

Pharmaceutical wholesaler, registered as a non-profit organisation at Krefeld District Court (association registration number: 3516) as of 09.02.2021



The customer shall notify us immediately of any third party interference with our reserved goods. He is obliged to inform the third party of our rights of retention. Insofar as the goods are in the possession of a third party, the customer hereby assigns to us his claims against the third party, in particular his claims for return of the goods; we accept the assignment.

Upon expiry of the customer's authority to dispose of the goods subject to retention of title, we shall be entitled, after setting a payment deadline in vain, to take up the customer's stock of goods, to demand surrender of the goods subject to retention of title, to remove the goods subject to retention of title from the possession of the customer or a third party owner and to enter the premises of the customer or third party owner for this purpose. In this case, the customer or a third party shall allow us to have the goods subject to retention of title collected by proxy. The customer shall provide us with all information and hand over all documents that we require to pursue our rights.

The demand for surrender on the basis of the retention of title shall only be deemed to be a withdrawal from the contract if we have declared this in writing.

We shall be entitled to use the goods taken back by private contract at the best possible price. The proceeds shall be credited against the customer's liability after deduction of reasonable utilization costs and any value added tax to be paid.

### 9. Warranty

It is assumed that the delivered goods are free of defects. Nevertheless, the customer shall inspect the delivered goods for their conformity with the contract immediately after receipt and notify us in writing of all recognisable defects immediately after receipt, and of defects that become recognisable later immediately after they become recognisable, stating the exact description of the complaints and the date and number of the relevant transport documents. If the customer fails to give notice of defects without delay and in due form, the goods shall be deemed to have been approved. If the customer has made changes to the goods, any warranty is excluded. In the event of a justified notice of defect, the warranty for material defects shall be limited to the delivery of defect-free replacement goods. Only if the replacement delivery fails, the replacement delivery is unreasonable for the customer or we seriously and finally refuse the performance, the customer may, at his option, reduce the purchase price or withdraw from the contract for the part of the damaged/defect goods. Liability for damages is limited in accordance with No. 10; this also applies to a claim for reimbursement of expenses.

### 10. Liability

We shall only be liable for damages, irrespective of the legal grounds, in the event of intent or gross negligence on the part of our executive bodies or our vicarious agents. In the event of a breach of material contractual obligations, liability shall be limited to foreseeable damage typical for the contract. Material contractual obligations are those whose fulfilment makes the proper performance of the contract possible in the first place and on whose compliance the contractual partner may regularly rely. A liability for damages due to a guarantee assumed by us as well as a liability according to mandatory statutory liability standards shall remain unaffected by the above provisions. The same applies to liability for damages arising from injury to life, limb or health.

### 11. Force majeure

If the non-fulfilment of our contractual obligations is due to an impediment beyond our control, in particular war, natural disasters, industrial action, official intervention, traffic disruptions, operational disruptions, lack of timely delivery by our suppliers or other similar reasons (force majeure) and if we cannot reasonably be expected to have considered the impediment at the time of

conclusion of the contract or to have avoided or overcome the impediment or its consequences, we shall not be responsible for the non-fulfilment or delay.

Our obligation to deliver shall be suspended for the duration of the impediment and to the extent of its effect. As far as reasonable, the customer cannot withdraw from the contract and is obliged to accept the delayed delivery. A claim for damages is excluded. This effect shall also occur in so far and to the extent that our non-performance is due to the non-performance by a third party of which we avail ourselves for the full or partial performance of the contract and which would also be exempt pursuant to No. 11 if this applied to it.

### 12. Intellectual property

We reserve all rights to illustrations, calculations, conditions, project plans, publications and other data and documents or equipment which we have made available to the customer. These may not be passed on without the prior written consent of action medeor.

### 13. Data protection

We collect, store, process or transmit personal data exclusively within the scope of what is necessary to fulfil our business purposes in accordance with the applicable data protection regulations. Further details can be found in our data protection declaration.

### 14. Arbitration

For a clarification of any controversies possibly arising from these GTCs, the customer is obliged to exhaust all possibilities to reach a solution in partnership. Should this not succeed despite all efforts, the case shall first be submitted to the Court of Arbitration of the International Chamber of Commerce (ICC Paris). The court in Krefeld shall only be called upon if the arbitration by the ICC has been unsuccessful.

### 15. Applicable law

These rules and conditions are subject to German law. The UN Convention on Contracts for the International Sale of Goods shall not apply.

### 16. Place of performance and jurisdiction

The place of performance for all obligations of the customer is Tönisvorst. The place of performance for all deliveries is - unless otherwise agreed in writing - our delivery warehouse in Tönisvorst. The place of jurisdiction for all disputes arising from the contract is Krefeld.

### 17. Written form

Additions and amendments to a supply contract must be made in writing.

### 18. Final provisions

Any terms and conditions of the customer that conflict with or deviate from these GTC shall not become part of the contract unless action medeor explicitly recognises them in full or in part.