

***A. Menarini Research & Business Service GmbH's  
Purchasing Terms and Conditions***

The following Purchasing Terms and Conditions are part of all our contractual relationships insofar as they exist towards persons who, within the meaning of Section 13 para 1 German Civil Code, are not consumers. A delivery of goods based on our orders is considered an acknowledgement of these Terms and Conditions. Even if we do not expressly refer to them, these Terms and Conditions shall apply to orders issued verbally. Other terms and conditions shall only apply — even if they are referred to in the order confirmation — if they have been acknowledged by us in writing.

Please always quote our order number with the date of the order in any correspondence you have with us.

**1 . Bid**

Please quote our order number on the bid. Visits to us must be agreed upon in advance.

**2 . Order**

Unless otherwise agreed upon, the prices are fixed and include delivery free of charge to A. Menarini Research & Business Service GmbH's delivery address (DDP Incoterms 2010).

**3 . Order confirmation**

Our order must be confirmed in writing by you only if we have expressly requested that you do so in the order. Insofar as A. Menarini Research & Business Service GmbH encloses a form for confirming the order, only this form shall be used. Any deviations from the order shall be pointed out separately.

**4 . Shipping**

Notification of shipping shall be sent via fax or e-mail, as a single copy, to our Logistics Centre immediately after dispatch of each consignment.

We only accept deliveries of goods Mondays to Fridays; air and ocean freight consignments must be dispatched such that they do not arrive at their destination on weekends or public holidays.

Containers are to be marked with the company name, preparation name and batch number.

Our order number must be given on the shipping documents. Shipping costs shall be transferred to the freight-forwarding company upon delivery ex works/ex warehouse after invoicing.

## 5. Invoice

A separate invoice for each order shall be sent, as a single copy, to the address given below.

A. Menarini Research & Business Service GmbH  
Rechnungswesen  
Glienicke Weg 125  
12489 Berlin

Insofar as the order number or the order date are missing from the invoice, the invoice shall be returned to you. Invoices must not be included with the goods. For payments in advance or for interim payments, you shall submit a demand for payment or invoice with the VAT amount given separately.

The invoice can alternatively be sent directly to the orderer via the e-mail address: [invoices@menarini-berlin.de](mailto:invoices@menarini-berlin.de).

The electronic invoice must be included in the e-mail as an attachment in **PDF** format.

The e-mail may only have **one** PDF document attached.

The file name must not be more than 50 characters long.

## 6. Payment

The payment periods stated in the order shall commence upon receipt of the goods and invoice by A. Menarini Research & Business Service GmbH. Payments shall always be made subject to contractual fulfilment.

In the case of early delivery, the contractual date shall be the start of the payment period.

## 7. Guarantee

Claims because of defects shall lapse after two years. The period of limitation shall commence upon delivery to the delivery address stated in the order.

For other, similar deliveries, the last contractual delivery shall act as a model for the ordered goods.

## 8. Place of performance

The place of performance for the delivery shall be the delivery address according to the order.

## 9. Insurance

Transport and breakage shall be insured by A. Menarini Research & Business Service GmbH.

## **10. Right of repudiation**

A. Menarini Research & Business Service GmbH reserves the right to repudiate from the contract in accordance with the statutory conditions as well as in the event of changes to the price.

## **11. Scope of delivery**

Additional and short deliveries are not permitted. Consent must be obtained from A. Menarini Research & Business Service GmbH for partial deliveries. In the case of additional deliveries, the corresponding amount must be taken back within two weeks of delivery. If the corresponding amount is not be taken back within such term, A. Menarini Research & Business Service GmbH shall be entitled to send the additional delivery back to you at your cost.

## **12. Other agreements**

- 12.1. Rights and duties arising from the contract concluded with us must not be ceded/transferred to third parties in full or in part without prior written consent from A. Menarini Research & Business Service GmbH.
- 12.2. Correspondence and objects, such as drawings, samples, models, tools, matrices, lithographs, photostetting films, print and scoring plates and designs provided by A. Menarini Research & Business Service GmbH, as well as objects produced according to instructions given by A. Menarini Research & Business Service GmbH, must not be made accessible to third parties or used in any way other than originally agreed without our prior written consent. A. Menarini Research & Business Service GmbH reserves all rights, in particular, claims to ownership and copyright. The objects shall be returned to A. Menarini Research & Business Service GmbH at no charge after completion of the contract if so requested by A. Menarini Research & Business Service GmbH.
- 12.3. We reserve the right to process supplier data received within the framework of the business relationship — whether these come from the supplier or from third parties — within the meaning of the German Federal Data Protection Act.
- 12.4. The law of the Federal Republic of Germany shall apply as applied between nationals. This therefore also excludes the application of the provisions of the United Nations Agreement regarding Contracts involving the international purchase of goods of 11 April 1980.
- 12.5. The jurisdictional venue shall be Berlin.

## **13. Invalid clauses**

The validity of our other provisions shall not be affected by a change or any invalidity of individual provisions.