GENERAL TERMS AND CONDITIONS OF SALES
GEKA GMBH
These terms and conditions can be found at
www.geka-world.com

1. The Contract
Herein, GEKA GmbH ("**GEKA**") and Buyer may be individually referred to as a "**Party**" or collectively as the "**Parties**" as required by context. GEKA goods and/or services hereinafter are individually and collectively referred to as a **"Product"** or **"Products"**.

If Buyer and GEKA are parties to an existing negotiated master agreement intended to apply to the purchase and sale of Products, then the master agreement shall take precedence over the terms and conditions set forth herein. Except as otherwise mutually agreed in writing, the following terms and conditions, together with any applicable GEKA Quotation, Order Confirmation, plans, specifications or other documents as may be incorporated by reference shall constitute the entire Contract (the "**Contract**") between the Parties, and all prior negotiations, proposals, and writing pertaining to Buyer's Purchase Order, Work Order or such other directions (hereinafter the "**Order**" or **"Orders"**) are superseded hereby. Seller hereby rejects any different or additional terms and conditions proposed by Buyer.

2. Lead Times & Delivery
Buyer acknowledges that lead times are subject to applicable market conditions. GEKA reserves the right to revise lead times applicable to an order based on the date that an Order is issued to GEKA by Buyer.

Unless otherwise mutually agreed in writing, all Orders will be shipped Ex Works GEKA's location. Buyer shall acquire title to the Products upon shipment from GEKA's location and Buyer shall bear the risk of loss or damage to the Products upon delivery. The terms "Ex Works" and "delivery" shall be construed in accordance with INCOTERMS 2020.

3. Prices & Taxes
Except as otherwise agreed in writing GEKA's prices are net prices and are exclusive of any associated additional costs, including (but not limited to charges for: freight; packing; carriage; customs duties; or taxes. Buyer and GEKA shall each be responsible for the payment of their own respective taxes, license fees, tariffs or other governmental charges (collectively "**Charges**") assessed or payable by law by such Party in connection with an Order. Any such Charges attributable to Buyer which GEKA may be obligated to collect shall be added to the GEKA invoice as a separate charge. To the extent applicable, Buyer may provide a valid tax exemption certificate, which will be honored and accepted by GEKA.

4. Order Acceptance
Upon receipt of a shipment, Buyer shall inspect the shipment and confirm quantities and condition of Products enclosed therein. All shipments shall be deemed to include the correct quantity of the Product unless Buyer delivers written notice to GEKA of any shortages or other deficiencies within ten (10) calendar days of receipt of the shipment.

5. Terms of Payment
Except as otherwise agreed in writing, payment shall be due net thirty (30) days from Buyer's receipt of an invoice. If payment is not promptly received, GEKA reserves the right to suspend all work in addition to any other rights or remedies GEKA may have under the Contract or at law or in equity.

In the event Buyer has a good faith dispute of any charge or invoiced item, Buyer shall promptly notify GEKA of the charge and or invoiced item and the reason for such dispute. However, all undisputed charges and invoiced items shall remain payable in accordance with the Contract's payment terms.

Any delinquent payments shall bear interest from the due date at a rate equal to one and one-half percent per month or the maximum allowed by law. Additionally, Buyer shall pay all reasonable attorney's fees, expenses and costs incurred by GEKA in attempting recovery of any delinquent payments. GEKA reserves the right to terminate this Contract for a nonpayment or default which is not remedied.

6. Force Majeure
Buyer and GEKA shall each be excused from the performance of their respective obligations under the Contract when and to the extent that such performance is delayed or prevented by any circumstances reasonably beyond its control, including, but not limited to, pandemic, fire, explosion, acts of terrorism, strike or labor dispute, transport difficulties, raw material shortages or any act or omission of any governmental authority or any group purporting to have authority (each hereinafter separately and collectively referred to as a "**Force Majeure**"). To be so excused, the affected Party must provide prompt written notice of the Force Majeure to the other Party and promptly undertake reasonable efforts to mitigate the conditions giving rise to the claim.
In the event of an act of Force Majeure, the delivery date shall be extended for the duration of the delay caused by the event of Force Majeure. Should the condition of force majeure exceed ninety (90) calendar days, either Buyer or Seller may terminate the affected Order or part thereof upon (7) seven calendar days prior written notice to the other Party.

7. Compatibility & Functional Application Testing
Unless otherwise agreed in writing, it shall be the sole responsibility of Buyer to test the Products for compatibility with the chemical contents that Buyer intends to use and for fitness for the Buyer's intended purpose and application.

Buyer is to make all preparations and incur all expenses for compatibility and functional application testing. GEKA will have the right of representation at said inspection and testing but will make no charge for the expense of such representation. Buyer's failure to make such compatibility and functional application testing shall be deemed to be a waiver of Buyer's right of compatibility and functional application testing.

If Products are integrated as a part or an accessory to another product within the meaning of the applicable law, it shall be Buyer's sole responsibility to ensure compliance with any and all regulatory and legal requirements applicable thereto.

8. Ownership of Intellectual Property
Nothing in the Contract is intended to give Buyer or GEKA any rights to the intellectual property or technology of the other Party. Neither Buyer, nor GEKA, shall acquire any right, title or interest in or to any existing intellectual property (including, without limitation, designs, patents, copyrights and trade secrets) of the other Party.

All discoveries, inventions, developments, improvements and techniques pertaining to GEKA's Products (whether capable of patent or like protection or not) which GEKA, or employees, agents or subcontractors of GEKA may develop, conceive or make, alone or with others, and which may directly or indirectly result from or in the performance of the work by GEKA, shall be the sole and absolute property of GEKA.

9. Materials
Buyer acknowledges that unless otherwise agreed in advance, the suppliers from whom raw material(s) are sourced shall be left to GEKA's sole discretion.

10. **Variation of Quantity**
Unless otherwise mutually agreed in writing, GEKA may complete an Order with a maximum variation of five percent (5%) overrun or underrun regarding the amount of Product ordered. In such event, Buyer agrees to compensate GEKA for the actual quantity of Product delivered.

11. Warranty
A. **Products**. GEKA warrants that Products will be free from defects in material, workmanship and design (if of GEKA's design) for a period of twelve (12) months from the date of shipment. GEKA shall replace or issue a credit (whichever remedy is appropriate) for any nonconformity or defect which occurs during the warranty period. In the event of a replacement, the replacement Products shall be warranted for a period of twelve (12) months from the date of shipment.

B. **Services**. GEKA warrants it shall perform any services in a good and workmanlike manner consistent with applicable industry standards and practices. Services are warranted for a period of one (1) year from the date of completion. GEKA shall correct at its own expense any nonconformity or defective services which appear during the warranty period and the warranty services shall be warranted for a period of one (1) year from the date of completion.

C. The warranties contained herein will terminate if Buyer or a third party undertake inappropriate or improper modifications of the Product or services. Excluded from GEKA's warranty are deficiencies or nonconformities resulting from normal wear and tear, improper Buyer handling or storage or other reasons beyond GEKA's control.

D. GEKA MAKES NO OTHER WARRANTIES OR REPRESENTATIONS OTHER THAN AS SPECIFIED IN THE CONTRACT. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED.

12. Storage of Product

Subject to any negotiated shipping terms applicable to an Order, within five (5) business days of GEKA's notification of readiness for shipment, Buyer shall either stand ready for receipt of Product or otherwise dispatch Buyer's preferred vendor to implement shipping. In the event Buyer fails to facilitate shipment or refuses to accept shipment of Product within forty-five (45) calendar days of notice of readiness for shipment, GEKA reserves the right to place the Product in storage and all related storage charges shall be for Buyer's account and all payments owed for such Product shall become immediately due.

13. Termination

A. **Material Default**. In the event of a material default in the performance of an Order by either Buyer or GEKA, the non-breaching Party shall provide notice of the breach to the Party in default. Thereafter, the Party in default shall be granted seven (7) days to commence activities to cure such default.

B. **Termination for Convenience**.

i. A Buyer termination for convenience is not available for private-label, specially made or otherwise non-stock items.

ii. Buyer may terminate for convenience an Order for stock items prior to shipment. In such event the termination payment shall be as set forth below.

C. **Buyer Termination Payment**. In the event of termination of an Order for reasons other than a material default, payment made to GEKA shall be as follows.

I. If a cancellation schedule has been negotiated in connection with an Order, then the cancellation schedule shall apply for purposes of determining the applicable termination payment to GEKA.

II. If a cancellation schedule is not applicable then the termination payment shall be determined as follows:

1. GEKA shall receive payment for the portion of the work produced and services performed as of the effective date of cancellation of the Order; and
2. payment of all unavoidable third-party costs and expenses incurred by GEKA as result of the cancellation of the Order.

14. Confidentiality

Buyer and GEKA acknowledge and agree that any information and/or materials they or their respective personnel, subcontractors or agents disclose in connection with an Order, either directly or indirectly shall be kept in strictest confidence. Except as otherwise agreed, each Party's information in connection the Order shall not be disclosed to any third parties without permission.

15. Indemnification

GEKA shall indemnify and hold harmless Buyer from losses, damages, claims, suits, demands, judgments, and liabilities, including Buyer's reasonable attorney fees and expenses (hereinafter individually and collectively referred to as a "Claim"), arising out of the Contract or any Order issued pursuant hereto. GEKA's indemnity obligations shall be to the proportional extent that a Claim is attributable to GEKA's negligence, fault or willful misconduct.

16. Consequential Damages

TO THE MAXIMUM EXTENT PERMITTED BY LAW, BUYER AND GEKA SHALL NOT HAVE ANY LIABILITY TO EACH OTHER FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE FOR ANY MATTER WHATSOEVER ASSOCIATED WITH THE CONTRACT OR ANY ORDER ISSUED PURSUANT TO THE CONTRACT, REGARDLESS OF WHETHER SUCH CLAIM, LOSS OR DAMAGE IS A RESULT OF BREACH OF CONTRACT, NEGLIGENCE, BREACH OF WARRANTY, STRICT LIABILITY OR OTHERWISE.

17. Limitation of Liability

A. BUYER'S AND GEKA'S RESPECTIVE LIABILITY TO EACH OTHER WITH RESPECT TO ANY CLAIM WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), UNDER ANY WARRANTY, STRICT LIABILITY OR OTHERWISE SHALL NOT EXCEED THE GREATER OF: A) THE ORDER VALUE OF THE ORDER A CLAIM ARISES IN CONNECTION WITH; OR B) TWENTY-FIVE THOUSAND EUROS (€25'000).

B. NOTWITHSTANDING THE PRECEDING, THE LIMITATION OF LIABILITY SPECIFIED ABOVE SHALL NOT APPLY TO DAMAGES WHICH ARE INCURRED AND ATTRIBUTABLE TO:

I. A PARTY'S INDEMNITY OBLIGATIONS FOR THIRD PARTY CLAIMS; OR

II. THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF A PARTY FROM WHOM LIABILITY IS SOUGHT.

18. Compliance, Customs, Exports and International Trade

A. The Parties shall comply with all applicable laws, statutes, regulations, and ordinances including, but not limited to, laws pertaining to antitrust matters, corruption, export control, sexual harassment. Each Party acknowledges and agrees that it will not, directly or through any intermediary, commit any bribery or acts of corruption as defined in any applicable laws including, but not limited to, the Foreign Corrupt Practices Act, by giving, offering or promising to give any money or any other thing of value to any government official, nor to any political party, official or candidate for the purpose of influencing any official act or decision of such persons in its official capacity or for the purpose of inducing such person to use its official capacity to influence any act or decision of the government or any instrumentality thereof in order to obtain or retain business related to the Contract.

B. The Parties shall comply with all applicable trade control laws, including those related import, export control, and sanctions compliance.

Buyer shall not transfer any Product either directly or indirectly through any intermediary to a destination or person subject to sanctions imposed by Switzerland, the European Union, the United Kingdom, the United States, or other applicable jurisdictions, including, but not limited to, Cuba, Iran, Syria, North Korea, and the non-government controlled regions of Ukraine (Crimea/Sevastopol, Donetsk, Luhansk, Kherson, and Zaporizhzhia) or to Belarus or Russia.

Buyer represents and warrants that it has not been and is not currently debarred, suspended, subject to asset freeze or blocking sanctions, or otherwise prohibited or restricted from exporting, re-exporting, receiving, purchasing, processing, or otherwise obtaining any Product. Buyer shall obtain and is responsible for payment of

any costs relating to licenses, authorizations, certificates of origin, or other required documentation for any import or export of Product.

C. Buyer agrees to observe and comply with the GEKA Business Partner Code of Business Conduct. A copy of the Business Partner Code of Business Conduct can be found at www.geka-world.com.

D. Buyer shall promptly notify GEKA of any violations under of the provisions of this Section #18. Buyer acknowledges that GEKA shall have the right to audit Buyer's compliance in connection with the transactions associated with the Contract and any applicable laws and regulations thereto, including any trade control laws. At GEKA's discretion, an independent third party may be selected to conduct an audit to verify such compliance and Buyer shall fully cooperate with any reasonable audit related requests.

E. GEKA reserves the right to terminate the Contract in the event of a compliance violation.

19. Miscellaneous

A. **Subcontractors**: Unless otherwise mutually agreed, GEKA retains the right to subcontract all or any portion of the work outlined in an applicable scope of work.

B. **Assignment**: Neither Party shall assign the Contract without the express written consent of the other Party.

C. **Severability**: If any provision in the Contract is found to be unenforceable, all other remaining provisions shall remain in full force and effect unless deletion or change of the provision which is invalid or unenforceable would substantially alter the economic effect of the Contract.

D. **Waiver**: Any delay or failure of a Party to enforce any of the provisions of the Contract or to require compliance with any of terms, at any time, shall in no way affect the validity of the Contract, or any part thereof, and shall not constitute a waiver of the right of a Party to enforce any and each such provision thereafter.

E. **Notice**: All notices, demands or other communications between the Parties shall be given in writing. For purposes of this provision, a "writing" shall include electronic mail communications but not text messaging.

F. **Governing Law**: The Contract shall be governed by and construed in accordance with the laws of the Nation of Germany excluding any conflict of law rules and the United Nations Convention on Contracts for the International Sale of Goods dated 11 April 1980 (CISG).

G. **Entire Contract**: The Contract, together with the exhibits, schedules and attachments specifically referenced herein, embodies the entire agreement and understanding between GEKA and Buyer and, except as otherwise specifically stated herein, there are no other contracts, agreements, and understandings either oral or written.

IN WITNESS HEREOF, the PARTIES through their duly authorized representatives have entered into this Agreement as of the date of the latter signature, below.

ACKNOWLEDGED AND AGREED:

GEKA GmbH

By: _____

Name: _____
(Printed)

Title: _____

Date: _____

And

By: _____

Name: _____
(Printed)

Title: _____

Date: _____

_____

By: _____

Name: _____
(Printed)

Title: _____

Date: _____

GEKA
A medmix Brand

Business Partner Code of Business Conduct

GEKA GmbH is a member of the medmix AG family of companies. medmix AG maintains a compliance program requiring all medmix group companies (hereinafter individually and collectively "**medmix**") to behave ethically and in a compliant manner, and all medmix employees to declare their adherence to the medmix Code of Business Conduct in writing. Further, medmix is a member of the UN Global Compact. All parties engaged in transactions with medmix (individually and collectively a "**Business Partner**") shall ensure that their organizations and third parties with whom they transact medmix business act in line with the ethics and compliance standards applied by medmix.

Business Partner commits to adhere to the principles outlined below when engaged in medmix related business. Accordingly, Business Partner shall:

1. Comply with all applicable laws, rules, statutes and regulations, including but not limited to all applicable anti-corruption, anti-bribery, antitrust, competition (including unfair competition), and criminal laws.

2. Respect the 10 Principles of the UN Global Compact, such as but not limited to not using child or forced labor, respect internationally recognized human rights, not discriminate in respect of employment, act responsibly regarding the environment, and actively work against corruption in all forms, including extortion and bribery.

3. Respect the personal dignity, privacy, and rights of each individual and prohibit behavior that is coercive, sexual, threatening, abusive or exploitative.

4. International Trade restrictions and Boycotts.

    A. It is the policy of medmix to comply fully with the prohibitions and requirements of international trade laws and regulations, including economic sanctions, export controls, import requirements, and antiboycott rules.

    B. Business Partner and its agents and subcontractors shall likewise act in full compliance with the prohibitions and requirements of international trade laws and regulations, including economic sanctions, export controls, import requirements, and antiboycott rules when engaged in any medmix related business.

    C. Without limiting the generality of the foregoing, Business Partner hereby represents and warrants that neither Business Partner, nor any of its agents and subcontractors engaged in medmix related business has been or is currently debarred, suspended or otherwise prohibited or restricted from exporting, re-exporting, receiving, purchasing, processing or otherwise obtaining any item, product, article, commodity, software, or technology regulated by any agency having jurisdiction over or in connection with medmix business.

5. Promptly inform medmix in the event of any known or suspected violations of this Business Partner Code of Business Conduct by Business Partner or any of its agents and/or subcontractors engaged in medmix business.

6. Grant medmix access to relevant documents in case of reasonable suspicion of violation of this Business Partner Code of Business Conduct.

7. Agree to on-site visits and audits executed by medmix or a medmix retained external service provider in case of suspicions of a violation of this Business Partner Code of Business Conduct.

8. Grant medmix the right to terminate any business collaboration with Business Partner and all respective agreements in case Business Partner does not implement corrective actions in case of breaches of this Business Partner Code of Business Conduct.

Full Name
Business Partner Organization or company _____

Business Partner Representative _____
(Signature)

Business Partner Representative _____
(Printed Name)

Date _____