

T&Cs

B.M.P.-Gruppe TERMS AND CONDITIONS OF SALE AND DELIVERY (Last updated: August 2025)

Terms and Conditions

These Terms and Conditions of Sale and Delivery apply to all contracts between the companies of B.M.P. – Group indicated under Sec. 1.1 (**B.M.P. or Seller**) and a customer (**Buyer**) regarding the sale and delivery of B.M.P. goods.

1. General

1.1.

B.M.P. Bulk Medicines & Pharmaceuticals GmbH,

B.M.P. Pharma Trading AG,

BMP Biotec GmbH

TAO COSMETICS TRADING GmbH

1.2.

These T&Cs apply to the contractual relationship they have been included in and also to all future business relationships, unless we refer to other terms and conditions. Deviating, contradictory or supplementary terms and conditions of the Customer will not constitute an integral component of contract even if we have acknowledged such, unless their validity is agreed to explicitly in writing. The latest version of INCOTERMS also applies secondarily to these T&Cs.

1.3.

The content of the contract arises from the written confirmation of sale from B.M.P. and these T&Cs. If these T&Cs contradict the special terms and conditions indicated in the written confirmation of sale, the latter shall apply. Any and all oral auxiliary agreements require written confirmation on the part of B.M.P. This requirement for the written form may be satisfied by electronic transmission or e-mail.

1.4.

Objections, cancellations, terminations and deadlines declared by either party must be made in written form and signed in order to be effective. Transmission of such may be made in their original or in text form (fax/e-mail).

2. Offers, purchase agreements and prices

2.1.

Oral offers, commitments, contract amendments and agreements made by employees of the Seller, excluding senior executives and authorised representatives, are non-binding and subject to change. They require written confirmation in order to be effective. This requirement for the written form may only be waived in writing. Only written commitments or purchase agreements or such confirmed in text form (fax/e-mail) are binding.

2.2.

Item descriptions and quality specifications, as well as information provided by the Seller concerning the suitability and usability of the good, shall not be seen as a guarantee of quality or assurance. B.M.P. shall deliver goods of an industry-standard quality. A property is assured only if and insofar as B.M.P. has explicitly guaranteed such property in writing.

2.3.

Unless otherwise agreed, the Seller shall deliver the good as a raw material with no intended use as specified by the Seller. Use of the good is the responsibility of the Buyer alone. If use of the good is subject to special legal

regulations or requirements, then inspection and compliance of the good is incumbent on the Buyer alone. The Seller assumes no obligation to provide advice or clarifications.

2.4.

The purchase price is calculated based on the dispatch weight (net raw weight).

2.5.

Contracts are concluded upon explicit acceptance of an offer or other conduct which expresses agreement to an offer. If the Seller confirms an offer of the Buyer subject to addenda and deviations which do not affect any material change to the conditions of the offer, then this shall constitute acceptance of the offer unless the Buyer objects without delay on account of an inconsistency. Failing this, the addenda and deviations shall be included in the content of the contract.

2.6.

Should unforeseen additional expenditure arise after conclusion of contract, in particular increases in duties and energy costs and/or insurance premiums and so-called Erschwerniszuschläge (extra pay for difficult working conditions), B.M.P. shall be entitled to increase the agreed (purchase) price retroactively by the amount of this expenditure.

Unless otherwise explicitly agreed in the relevant T&Cs of delivery, the Buyer shall bear additional freight costs, costs for non-industry-standard packaging, additional fees, public duties and customs.

All agreed prices are understood as less tax, meaning that energy and sales tax, plus other taxes and duties as applicable in each case shall be added to these prices.

If new or increased obligations beyond the conditions of contract arise after conclusion of contract due to a statutory or regulatory directive, then the consequences and additional costs arising from such shall become integral components of contract and shall be assumed by the Buyer.

3. Obligations according to the German Packaging Act (VerpackG)

3.1.

The Buyer is informed that according to S. 15(1)(1) VerpackG manufacturers and sellers of transport packaging (no. 1), sales packaging and repackaging which does not typically end up as waste after use by private end consumers (no. 2), sales packaging and repackaging which cannot be included in a scheme due to their unsuitability according to S. 7(5) VerpackG (no. 3), sales packaging for hazardous contents (no. 4), or reusable packaging (no. 5) are required to accept return of used, fully emptied packaging of the same type, shape and size as such packaging which they have put into circulation free of charge at the place of actual handover or in the immediate vicinity for the purposes of reusing or recycling such.

3.2.

Unless agreements have been made to the contrary, the Buyer assumes the obligations to accept return of packaging pursuant to S. 15 VerpackG for B.M.P. and shall ensure that returned packaging is accepted and disposed of properly and correctly. The costs incurred for the return and recycling of packaging shall be borne by the Buyer.

3.3

If the Buyer is the final distributor of packaging within the meaning of the VerpackG, then he shall ensure that end consumers are informed of the packaging return scheme according to the VerpackG through clearly visible and legible signs at his point of sale and through other suitable measures in case of mail order. Failing this, the Buyer shall take care that the Buyer notifies his customers of the obligation of the final distributor according to the VerpackG.

3.4.

Sec. 3.1 to Sec. 3.3 above do not apply to packaging which arises outside of the territory of the Federal Republic of Germany and which consequently does not have to be disposed of according to the German VerpackG. Rather, the Buyer is responsible for the disposal of the packaging in accordance with the relevant statutory provisions applicable in his country.

3.5.

If the Buyer violates the regulations of the VerpackG and claims are brought against B.M.P. as a result, then the Buyer shall be obliged to reimburse B.M.P. for all expenses occurred in this regard.

4. Delivery and performance/Deadlines/Transfer of risk

4.1.

Delivery is made within the agreed delivery period at the discretion of B.M.P. B.M.P. does not guarantee specific delivery times. B.M.P. shall, however, take into account the Buyer's preferred delivery times within the agreed delivery period but shall be under no obligation to deliver at such times. If the delivery period is several months, then delivery shall be made as roughly equal monthly instalments unless otherwise agreed. B.M.P. is entitled to deliver a good of equal value to the contractual good at any time, subject to this good being of equal or better quality in every respect. Delivery may also be made from locations other than those stipulated in the contract, subject to mutual settlement of differences in shipping costs.

4.2.

B.M.P. may make physical delivery of a good at any time within the agreed delivery period at its discretion, subject to giving notice of a day of loading. This option must be exercised at least fourteen (14) working days before the day of loading notified. If the Buyer fails to object to physical delivery by no later than five (5) working days before the day of loading notified, it shall be considered that the Buyer accepts the exercising of the option of physical delivery. B.M.P. shall inform the Buyer of the significance of a failure to object in its notice of physical delivery.

4.3.

If the Buyer objects to the physical delivery and fails to send his own shipping order within five (5) working days of the end of the day of loading notified in the notice of physical delivery then, following the lapsing of an appropriate grace period, the Buyer shall be considered to have defaulted on his performance and B.M.P. may at its discretion:

- demand continued fulfilment, plus damages on account of delay;
- withdraw from the contract or parts thereof which have not been fulfilled and demand damages; or
- demand damages instead of performance or in lieu thereof;
- demand immediate payment against sending of its own delivery note or a delivery note issued by the stockist.

The grace period according to Sec. 4.3. shall be at least 8 working days.

4.4.

If the Buyer fails to issue an executable shipping order within the meaning of Sec. 4.3, B.M.P. may store the good at its own premises or at the premises of a stockist commissioned by B.M.P. at the expense and risk of the Buyer.

4.5.

B.M.P. shall endeavour to always observe the agreed delivery periods and times. However, B.M.P. shall be released from its obligation to observe contractual delivery periods and delivery times if circumstances arise in Germany or overseas which significantly frustrate rendering of the services (**significant impediment to performance**). Significant impediments to performance are all difficulties which significantly frustrate execution of the contract, regardless of their nature, sphere or the stage in the supply chain, in which they occur. This includes, in particular, force majeure events and natural events (e.g. volcanic eruptions, floods, low water, ice, delay/destruction of harvests,

pandemics or epidemics), import and export restrictions, problems relating to procurement of raw materials, disruptions to operations (e.g. caused by fire, machine failure, strike, strike-like actions, wars or states of emergency, and transport) and difficulties related to loading.

This applies even if these circumstances occur after the Seller has defaulted. The Seller shall not reimburse any costs incurred due to such unforeseen delays.

4.6.

Where significant impediments to performance have occurred, B.M.P. shall be entitled to withdraw from the contract without paying damages or to extend the agreed delivery period by the duration of the impediment up to a maximum of five (5) months. B.M.P. is entitled but not obliged to deliver a good of equal value to the agreed goods within this extension period. Upon the ending of the extension period, the contract may be annulled at the request of either of the Parties. If it emerges before the ending of the extension period that adhering to the contract would be unreasonable for one of the Parties, then this Party may withdraw from or terminate the contract.

4.7.

All sales are subject to correct and timely self-delivery on the part of the Seller's supplier and the timely and proper arrival of this good. The Seller's cover contract may also contain this reservation of self-delivery.

4.8.

The Seller is entitled to make partial deliveries in batches that are commercially reasonable for the Buyer and the Buyer is obliged to pay for corresponding partial batches. All partial deliveries made under a purchase agreement are considered separate transactions.

4.9.

Fulfilment of contract on the part of B.M.P. is subject to the condition that there are no national or international regulations of foreign trade law and no embargoes and/or other sanctions which prevent fulfilment. If fulfilment of contract is retroactively frustrated or rendered impossible due to changes in foreign trade provisions, embargoes or other actions, B.M.P. shall be entitled to withdraw from the contract without paying damages.

The Buyer is furthermore required to comply with the relevant export regulations of the European Community, of individual Member States of the European Union and of the USA, insofar as he himself or a third party whom he has engaged exports the item from the customs territory of the European Community. Insofar as B.M.P. is to pay customs or other payments due to breach of an obligation incumbent on the Buyer in connection with the export, the Buyer shall indemnify B.M.P. of such obligations upon first request.

4.10.

B.M.P. makes delivery according to the INCOTERMS agreed upon conclusion of contract. Unless otherwise indicated in the confirmation of sale, delivery of goods of the contractor shall be made EXW (ex works) pursuant to the latest version of INCOTERMS.

5. Payment, default, offset/right of retention

5.1.

If the Buyer fails to make payments by their due dates, he shall default on payment without a separate reminder. This does not apply if he demonstrates without delay that he is not responsible for the delay in payment. In the event of default, the Seller is entitled to charge default interest to the amount of 10 percentage points above the relevant base interest rate of the European Central Bank. The Seller is permitted to demonstrate greater damages.

5.2.

The Buyer is not entitled to enforce offset against claims of the Seller or to exercise a right of retention, unless his counter-claim is uncontested or has been recognised by a final judgment.

5.3.

If, after conclusion of contract, the Seller becomes aware of circumstances which raise doubt regarding the credit-worthiness of the Buyer or regarding fulfilment of his payment obligations or if the Buyer defaults on material obligations to cooperate or to make payment despite the setting of a grace period of more than 14 days, then the Seller shall be entitled to defer fulfilment of its obligations until all outstanding receivables have been paid in full and to demand pre-payment of all receivables from all contracts concluded with the Buyer, including from bills of exchanges given by the Buyer.

Within the framework of the contract in particular, B.M.P. is entitled to refuse performance if:

- the Buyer is in arrears with respect to acceptance of a delivery or payment from this or another contract concluded with a B.M.P. company;
- doubts arise as to the Buyer's solvency or willingness to pay;
- the company of the Buyer is liquidated or transferred to a competitor of B.M.P.; or
- B.M.P.'s trade credit insurance policy no longer guarantees credit for delivery of goods.

In such cases, B.M.P. may demand pre-payment or provision of a bank guarantee agreed with B.M.P., subject to setting an appropriate grace period of at least 5 working days. If this deadline passes without success, B.M.P. shall be entitled to withdraw from the contract or that part which has not yet been fulfilled without any obligation to pay compensation. In such case, all receivables owed to B.M.P. companies by the Buyer shall become due immediately.

5.4.

If the Buyer fails to fulfil a legitimate demand for pre-payment pursuant to Sec. 5.3 within 5 working days, the Seller shall be entitled to refuse to fulfil contracts that have not been executed and additionally to demand damages in the event of withdrawal.

5.5.

The contracting B.M.P. company is entitled to assign all contractual rights and obligations to another B.M.P.-Gruppe company (see Sec. 1.1) and to transfer all contractual claims to payments to another B.M.P.-Gruppe company or a third party, including without the consent and notification of the Buyer.

5.6.

Accepting and drawing down the agreed delivery constitutes a material primary obligation of the Buyer.

6. Retention of title and assignment of receivables

6.1.

The good delivered shall remain the property of the Seller as a reserved good until the purchase price and all receivables from the mutual business relationship, including future and conditional receivables, receivables not yet due, and any notes receivable, have been paid in full.

6.2.

Any processing or machining of reserved goods shall at all times be performed on behalf of the Seller, without this leading to obligations for the Seller. The Seller shall be entitled to ownership of the new good in its respective state of processing or machining. If reserved goods are processed, machined, mixed, blended or combined with goods which do not belong to the Seller, then the Seller shall be entitled to co-ownership of the new good, namely at the ratio of the invoice value of the reserved good to the invoice value of the other goods at time of processing, machining etc. The Buyer hereby transfers to the Seller his co-ownership rights as arise in the cases indicated in the clause above, namely to the amount of the invoice value of the reserved good. The Buyer shall safeguard the new good for the Seller free of charge. Those goods, to which B.M.P. has a right of co-ownership according to this paragraph, shall be considered reserved goods within the meaning of Sec. 5.1.

6.3.

Subject to Sec. 5.7 – i.e. for so long as he does not default – the Buyer is authorised to dispose of the reserved good in the course of ordinary business subject to a retention of title. However, he is prohibited from pledging such or giving such as collateral. The Buyer hereby assigns to the Seller in advance all receivables due to him from any resale of the reserved good or of the good that is created through processing, machining, mixing, blending or combining pursuant to Sec. 6.2. This applies even if the good is disposed of together with other goods which do not belong to the Seller for one total price. For the event that, on the basis of a statutory regulation, a third party acquires rights of ownership or co-ownership to the good as a result of processing, machining, mixing, blending or combining, the Buyer hereby also assigns those claims which he accrues with respect to this third party in advance. Assignments within the meaning of this paragraph shall always be made up to the amount of the invoice value of the reserved good only. The same applies to other receivables which replace the reserved good, e.g. insurance claims or claims from tortious acts. The Buyer is authorised to collect the assigned receivables up until such time as the Seller revokes this authorisation; the authorisation to collect receivables may only be withdrawn in the event of an enforcement. If the Buyer extends the term of payment of the purchase price for his customer, then he shall reserve ownership of the reserved good with respect to this customer under the same conditions, under which B.M.P. reserved ownership upon delivery of the reserved goods.

The Seller hereby accepts the stipulated assignment of the Buyer.

6.4.

The value of the reserved good within the meaning of the above paragraphs shall at all times be understood as that price which the Seller charges the Buyer for the good (invoice price).

6.5.

Upon demand of the Buyer, the Seller shall be obliged to release securities at its discretion and insofar as the value of such exceeds the receivables to be secured by more than 10%.

6.6.

If the Buyer is required to cooperate in order for the retention of title to be effective, e.g. to cooperate on registrations which are required according to the law of the country of the Buyer, then the Buyer shall perform such actions. This constitutes a material primary performance obligation.

6.7.

If the Buyer defaults on payment, the Seller may prohibit him from disposing of the reserved good or from processing, machining, mixing, blending or combining such with other goods and from removing such, and may demand return of the reserved good or of the processed and machined reserved good. The Buyer is obliged to give notice without delay where third parties intervene in goods which the Seller has rights to according to the provisions above. The same applies with respect to receivables which have been assigned according to the paragraphs above. Any intervention costs incurred shall be borne and reimbursed by the Buyer. Furthermore, the Buyer shall notify third parties who intervene in the reserved good through attachment of B.M.P.'s ownership of the good without delay. The Buyer shall be liable in the event that the third party is unable to reimburse B.M.P. for legal and extra-judicial fees which are incurred in this regard.

6.8.

In the event that the Buyer acts contrary to the contract, in particular in the event of default on payment, the Seller shall be entitled to claim return of the good sold, subject to setting an appropriate grace period.

6.9.

Enforcement of the retention of title, in particular a demand for return of the good, shall constitute withdrawal from the contract. The Seller is entitled to additionally demand damages according to the general provisions, independently of the withdrawal.

6.10.

If the Buyer fulfils the objective conditions, according to which he is required to file for insolvency, then the Buyer shall forego disposing of the reserved good in any form, without this requiring a corresponding demand. The Buyer is required to notify the Seller of the stock of the reserved good without delay. In such case, the Seller is furthermore entitled to withdraw from the contract and to demand return of the reserved good.

7. Warranty/Complaints/Assumption of risk

7.1.

The recipient shall immediately check the good carefully before accepting/acknowledging receipt. The good must be checked without delay after delivery at the agreed place of delivery as far as is reasonable and possible. The observations of the respective carrier shall constitute refutable evidence regarding the quantity of goods delivered, including for the relationship between the Parties.

The recipient/Buyer shall declare in good time before the start of processing whether the good delivered is suitable for his intended purpose, in particular further processing. It shall be considered that the Buyer has approved the good delivered in accordance with the contract at such time as the processing, machining, mixing or combining of the good with other items begins. Claims for damages are excluded after such time. This applies accordingly in the event that the good is re-shipped from its original destination.

7.2.

Insofar as defects cannot be identified in the course of a commercial and sensory inspection, the Buyer shall take representative samples for testing purposes and/or engage an expert to conduct rush testing.

7.3.

Insofar as defects or non-compliances can be identified without experts, the Buyer shall give notice of complaints within no more than 3 working days (in case of transactions within Germany) or within no more than 8 working days (in case of international transactions) of delivery or release at the agreed location. If it is necessary to engage an expert, the samples shall be delivered to the expert within 3 working days (transactions within Germany) or 8 working days (international transactions) of delivery. Complaints must be declared no later than 3 working days after the Buyer receives the results of testing and no later than 3 weeks after the good reaches its contractual destination, unless expert testing necessarily took longer than this.

7.4.

Notices of defects must be transmitted in written form or by fax or e-mail and must set out the specific individual defects which the complaint relates to in order to be effective. The good which the complaint relates to must be left in its transportation boxes at the location in order that B.M.P. can assess the legitimacy of the claims.

7.5.

Claims under warranty and/or claims for damages against the Seller are excluded in the event of obvious defects or defects which can be identified by an expert if the Buyer takes possession of, opens, processes, machines or otherwise modifies or re-ships the good delivered or parts thereof or if he removes such from the testing location before the Seller has concluded its checks for damages and defects. The taking of samples for testing purposes is excluded.

7.6.

The Buyer is obliged to assure recourse claims against the respective haulier/carrier by registering/recording complaints in the shipping documents in good time or otherwise reporting complaints immediately in writing and having such confirmed by the driver. If these obligations are culpably breached or if documentation showing that the complaint has been made to the haulier/carrier is not presented to the Seller within 2 weeks upon request, then the Buyer shall bear the burden of proof that the good was not delivered in proper condition.

7.7.

If payment against documents is agreed, then notices of defects shall not entitle the Buyer to refuse or delay in the filing of the documents and payment of the purchase price.

7.8.

If there is a defect, the Seller shall be entitled to make supplementary performance in the form of delivery of a replacement good or remedying of the defect, at its discretion. In both cases, the Seller is obliged to bear all necessary expenditure, in particular transport and return transport, travel costs, labour costs and material costs, except where such expenditure is greater because the good purchased has been brought to a place other than the place of performance.

If a total of 2 or more deliveries of replacement goods or attempts at supplementary performance fail or if the Seller delays unreasonably in the delivery of replacement goods or remedying of defects, then the Buyer shall be entitled to exercise his general statutory rights without the need to set a further grace period. Claims for damages are excluded in the event of proper delivery of a replacement good, except with respect to costs incurred by the Buyer for return delivery or supplementary performance.

7.9.

Agreements between the Buyer and his customers/buyers which exceed the statutory warranty claims shall not be incumbent on B.M.P.

8. Liability, limitation of liability, limitation period

8.1.

B.M.P. is liable according to the statutory provisions, insofar as B.M.P. culpably breaches a material contractual obligation. In such case, liability for damages is limited to typical, foreseeable damages. A material contractual obligation in this sense is any obligation, the fulfilment of which is necessary for proper execution of the contract and compliance with which the customer may regularly expect.

8.2.

B.M.P. is liable for claims to damages due to negligent acts, on whatever legal grounds, including default, wrong delivery, breach of duties arising from an obligation or of duties in the course of contract negotiations, tortious acts, product liability (excluding liability according to the German Act on Liability for Defective Products (Produkthaftungsgesetz) or other compulsory statutory regulations), in case of wilful intent or gross negligence only. Unless we are accused of a wilful breach of contract, our liability for damages is limited to typical, foreseeable damages.

8.3.

B.M.P. is not liable for impossibility of performance or delays in performance insofar as such has been caused by force majeure or other events which were not foreseeable at time of conclusion of contract and which B.M.P. is not responsible for, e.g. disruptions to operations of all kinds, difficulties in procurement, e.g. from commercial customers, strikes, lawful lock-outs, labour shortages, shortages of energy or raw materials, difficulties in procurement of necessary regulatory approvals, pandemics or epidemics, regulatory measures, incorrect or non-timely delivery or non-delivery by suppliers despite conclusion of a congruent covering transaction with us.

8.4.

With respect to their grounds and their amounts, claims for damages arising from and in connection with the purchase agreement shall be in line with the statutory provisions if the Seller has assumed a special warranty or the quality has been fraudulently assured or the Seller has fraudulently concealed information.

8.5.

Otherwise, the liability of the Seller and its agents for damages, in particular liability for its employees and the employees of its agents, is dependent on fault and is excluded in case of slight negligence or no-fault conduct.

8.6.

Insofar as the Seller is liable, its liability is limited in all cases of gross and slight negligence, except in cases pursuant to Sec. 8.1 b), to the damage which the Seller could have typically foreseen would be a consequence of the breach of contract in consideration for those circumstances which the Seller identified or must have identified, up to a maximum of the amount of the purchase price agreed with B.M.P. In the case of damages resulting from delays, B.M.P. is only liable to an amount of up to 5% of the purchase price agreed with B.M.P.

8.7.

Liability for indirect and consequential damages, in particular loss of profits, is excluded except in the case of wilful intent.

8.8.

Claims under warranty and/or claims for damages against the Seller arising from or in connection with the contract concluded lapse no later than one year after full delivery/partial delivery of the good to the Buyer. This does not apply to claims for damages based on death, physical injury, harm to health or violation of liberty. If the good is not collected immediately after release or other notices concerning availability for pick-up, then the limitation period shall run from such time as the Buyer receives notice.

8.9.

The above limitations of liability do not apply to physical injuries, loss of life or harm to health or to compulsory liability according to the Act on Liability for Defective Products or other national implementation of the EU Product Liability Directive.

9. Privacy

9.1.

As part of the business relationship, B.M.P. stores personal data of the customer. Data storage is limited to such data that are necessary for business.

B.M.P. is entitled to collect, store, use, process and forward to third parties data and information regarding the customer insofar as this is necessary for execution of the contract or to safeguard the legitimate interests of B.M.P. and provided this is not prohibited by any vital interests of the customer. B.M.P. is entitled to forward data for the purposes of debt collection or debtor management. We can provide information on the data we store at any time if desired.

10. Compliance

10.1.

The customer is obliged to comply with the applicable anti-bribery and anti-corruption laws, directives and regulations and all other such rules, including the relevant legislation in the USA and UK (FCPA and UK Bribery Act) and not to undertake any activities which involve the offering, soliciting, promising, approving, giving or receiving of unlawful payments or other benefits and which constitute a criminal offence according to the aforementioned regulations. The customer undertakes to notify B.M.P. immediately of any circumstances which could constitute a breach of the aforementioned regulations.

A breach of this clause constitutes a material breach of contract which entitles B.M.P. to terminate the contractual relationship without notice. B.M.P. is not liable for claims, losses or damages which the customer incurs due to a failure to observe this provision. The customer is obliged to indemnify B.M.P. and to hold it harmless with regards to all claims, losses or damages arising from his failure to observe this clause.

11. Russia / Belarus clause

11.1.

The customer/importer may not directly or indirectly sell, export or re-export goods delivered within the framework of or in connection with this contract to the Russian Federation, Belarus and/or Ukrainian territories occupied by the Russian Federation, nor may he use such items in these territories.

11.2.

The customer/importer shall strive to the best of his abilities to ensure that the purpose of Sec. 11.1 is not frustrated by third parties further down the supply chain, including possible resellers.

11.3.

The customer/importer shall establish and maintain an appropriate monitoring mechanism for identifying conduct on the part of third parties in his downstream supply chain, including possible resellers, which would frustrate the purpose of Sec. 11.1.

11.4.

Any breach of Sec. 11.1, Sec. 11.2 or Sec. 11.3 constitutes a material breach of contract which entitles B.M.P. to terminate the contractual relations which the breach of contract relates to and all other contractual relationships with the customer/importer without notice. B.M.P. is not liable for claims, losses or damages which the customer/importer incurs due to a failure to observe this provision. The customer/importer is obliged to indemnify B.M.P. and to hold it harmless with regards to all claims, losses or damages arising from his failure to observe this clause. B.M.P. is entitled to additionally demand damages according to the general provisions, independently of the withdrawal.

11.5.

The Buyer/importer shall inform B.M.P. without delay of all problems relating to the application of Sec. 11.1, Sec. 11.2 or Sec. 11.3, including all relevant activities on the part of third parties which could frustrate the purpose of Sec. 11.1. The Buyer/importer shall provide B.M.P. with information concerning compliance with the obligations pursuant to Sec. 11.1, Sec. 11.2 and Sec. 11.3 within two weeks of a simple request for such.

12. Place of performance, choice of law, place of jurisdiction

12.1.

Place of performance for the delivery is the agreed delivery or loading location, otherwise the named warehouse of the Seller which, unless otherwise agreed is: Norderstedt, or Hamburg for payment of the purchase price.

12.2.

The applicable law of the Federal Republic of Germany applies. The United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG) and any laws replacing this law are excluded.

12.3.

All disputes arising from or in connection with the contract, including such relating to the validity or ending of the contract, shall be adjudicated by the ordinary courts in Hamburg as far as permitted by law. The Seller can also sue the Buyer at its registered office.

13. Final provision

13.1.

Should a provision of this contract be or become ineffective, in part or in whole, this shall not affect the validity of the remaining provisions of this contract. The ineffective provision shall be replaced by a valid provision which most closely reflects the regulatory purpose of the ineffective provision as far as this is permitted by law. The same applies to any loopholes in this contract.