

Purchasing General Terms & Conditions for Works and Goods (October 2025)

I. Definitions & Application of T&Cs

1. These Purchasing General Terms & Conditions (“GTC”) shall apply to all supply contracts of bioconstruct GmbH, Melle (“Buyer”) for works including installation or construction works, mechanical engineering, services (“Works”) and the delivery of goods and machines (“Goods”).

2. The parties may agree a Project Specific Purchase Agreement (“PSPA”), a Global Frame Purchase Agreement (“FPA”) or any additional terms which together with these GTCs and Purchase Orders or Purchase Order Amendments form the contract between the parties (“Contract”). Deviating, contradictory or additional terms and conditions of Supplier shall only and insofar become part of the Contract as Buyer expressly agrees to their application in writing (email to be sufficient). Capitalised terms used in these GTCs which have not been defined shall have the meaning given to them in either the PSPA, the FPA or any additional terms forming part of the Contract.

II. Purchase Orders / Purchase Order Amendment

Unless otherwise agreed, the Contract is entered upon Buyer issuing a Purchase Order or Purchase Order Amendment and Supplier issuing a corresponding Purchase Order Confirmation or Supplier starting to perform Works/ supply of Goods determined in the Purchase Order or Purchase Order Amendment. Buyer may cancel the Purchase Order or Purchase Order Amendment if Buyer has not received the Purchase Order Confirmation of Supplier within two days of Supplier receiving the Purchase Order or Purchase Order Amendment.

III. Scope of Supply

1. The Contract is to be understood as a “turn-key contract” and Supplier is responsible to carry out all measures deemed necessary to attain the contractual purpose and to provide Works/Goods in fully working condition without further remuneration, regardless of whether these measures have been explicitly mentioned in the contractual documents or not.

a. These measures shall include among others requirements to:

- (1) Provide specialists and skilled staff capable to perform Supplier’s obligations,
- (2) Ensure the implementation of latest technology, incorporating best product quality, energy consumption and operator safety,
- (3) Provide Goods in brand-new unused manner made from best materials with first class workmanship,
- (4) Obtain all administrative permissions necessary for the Works/Goods, unless otherwise expressly agreed in text form, and
- (5) Supplier confirms to be a technical expert and to be fully aware of technical requirements of Buyer and Buyer’s customer.

b. In addition, if the scope of supply includes any Works on Buyer’s or Buyer’s customer’s site, Supplier shall among other things:

- (1) Arrange for and provide all equipment, tools, lifting gear, vehicles – whatsoever necessary,
- (2) Be responsible for cleaning of the site and waste disposal,
- (3) Maintain sufficient insurance cover for transport, assembly, commissioning,
- (4) Protect its work area against theft, damages, accidents, and
- (5) Ensure that the scope of work is carried out without impeding construction operations at Buyer or Buyer’s customer.

2. Supplier shall be responsible for compliance with all applicable laws and regulations including but not limited to:

- a. environmental laws, such as REACH, Minimum Wage Law and Law on Temporary Work,
- b. all applicable export control, customs and foreign trade regulations,
- c. all applicable product liability and product safety laws;
- d. all applicable anti-bribery and anti-corruption legislation;
- e. all applicable data protection laws including the General Data Protection Regulation 2016; and
- f. health & safety regulations of Buyer and Buyer’s customer including the Health and Safety at Work Act, the Construction

(Design & Management) Regulations and the UK Construction Industry (CIS tax scheme,

g. and Supplier shall not do anything which will or could result in a breach by Buyer of the same.

3. Supplier shall be obliged to inform Buyer about any export control regulations, especially but not limited to those of the United Kingdom, the European Union or the United States of America effecting the (re-)export of Works/Goods.

IV. Delivery Terms, Title, Inspection, Delay

1. Unless otherwise agreed, Supplier shall deliver DDP (address specified in PO), according to Incoterms© 2010.

2. Title in the Works/Goods shall pass to Buyer free from any liens and other encumbrances upon delivery. In the event of payment of Buyer prior to delivery of Works/Goods, Supplier shall transfer the title in the Works/Goods proportionally in relation of the payments effected to the total Contract Price. However, in no event shall risks pass to Buyer prior to final acceptance for Works/Goods or prior to delivery at the designated place for Goods whose nature does not entail final acceptance.

3. Delivered Goods shall be inspected by Buyer upon delivery only with regard to type and quantity and for externally visible damage, especially transport damage. Buyer shall notify Supplier of any defects without undue delay.

4. Partial deliveries are not permitted unless expressly agreed in text form.

5. Supplier is obliged to inform Buyer without undue delay in text form if timely performance is endangered and shall take all endeavors to reduce or avoid any delay.

6. Time is of the essence. If Supplier fails for any reason whatsoever – except for reasons due to Force Majeure as defined in Section V or for reasons solely attributable to Buyer – to meet the delivery date and other key-milestone dates specified in the Purchase Order or other contractual documents, Buyer shall be entitled to liquidated damages for each commenced week of delay equal to 1% of the total Contract Price up to a maximum of 5% of the total Contract Price.

7. In addition, Buyer shall be entitled to all proven actual and consequential losses and damages arising from the delayed performance exceeding the agreed liquidated damages to the extent the sums received in the form of liquidated damages do not adequately compensate Buyer for its loss. .

8. The delivery of any documentation to be provided by Supplier shall be prerequisite for a complete delivery and payment

V. Service Levels

1. Supplier shall provide the Works so as to achieve or exceed the service levels described in either an PSPA or an FPA ("Service Levels"). Supplier shall strive to improve the level at which Works are being provided by Supplier. The Parties shall regularly review the (a) level of Service Levels, and (b) level at which Works are being provided by Supplier with a view to improving those levels.
2. If Works provided by Supplier do not satisfy the Service Levels, Supplier shall:
 - a. promptly investigate the underlying causes of the Work problem and, where possible, preserve any data indicating the cause of the Service problem;
 - b. prepare and deliver to Buyer within five (5) business days of the Work problem a report identifying the Work problem and identifying Supplier's assessment of the action required to be taken by Supplier in respect of such Work problem;
 - c. take whatever action is reasonably necessary to minimize the impact of the Work problem and take such steps as are reasonably necessary to prevent it from recurring;
 - d. (where required by Buyer) re-perform the affected Works without charge; and
 - e. correct the Work problem as soon as practically possible and resume Work provision in accordance with the Service Levels.
3. If Supplier fails to achieve a Service Level with Service Credits associated to it, without prejudice to Buyer's other rights and remedies under the Contract, Supplier must pay or credit (at Buyer's option) Service Credits set out in an PSPA or FPA as applicable.
4. Service Credits are without prejudice to any of Buyer's other rights and remedies arising as a result of Supplier's failure to achieve the Service Levels (including Buyer's right to require Supplier to remedy the failure and/or perform or re-perform Works). The Parties agree that Service Credits are a reasonable pre-estimate of Buyer's loss in the event of Supplier failing to comply with the Service Levels, provided that any payment of Service Credits shall not relieve Supplier from performing any of its obligations in accordance with the Contract.

VI. Force Majeure

Neither Party shall be liable for any delay in performing or for failure to perform its obligations under a Contract if the delay or failure results from an event of "Force Majeure". For clarification, Force Majeure means an event that was not foreseeable by the affected Party at the time of execution of the respective Contract, is unavoidable and outside the reasonable control of the affected Party, and for which the affected Party is not responsible, provided such event prevents the affected party from performing its obligations under the respective Contract despite all reasonable efforts, and the affected Party provides notice to the other Party within five (5) calendar days from occurrence of the respective event of Force Majeure. Should the force majeure event effecting one party continue for two months, the other party shall be entitled to (partially or fully) rescind the Contract without being obliged for compensation except for work already fully completed.

VII. Inspection, Audit and Assessment

1. If requested by Buyer, Supplier will permit Buyer during the term of the Contract and for a period of 7 years following final acceptance or complete delivery of Works/Goods not entailing final acceptance to: (i) examine and copy all pertinent documents, data and other information relating to the Works/Goods and the Contract, (ii) inspect, audit and assess any facility or process relating to the Works/Goods.
2. Any on-site visit will be conducted during normal business hours.
3. Supplier will ensure that Buyer will be entitled to exercise all rights under Clause VII.1. and VII.2. also with regards to sub-suppliers of Supplier.

VIII. Acceptance

1. For all Works/Goods whose nature entails final acceptance, final acceptance shall be effected by issuance of a final acceptance protocol after complete performance of Works/Goods and successful acceptance test.
2. Use of the Works/Goods or payment shall not constitute final acceptance.
3. Buyer's acceptance of any Works and/or Goods shall be without prejudice to any right or remedy which Buyer may have in respect of any failure of this Works and/or Goods to comply with the requirements of the Contract.

IX. Invoicing, Payment

1. Unless otherwise stated in the Contract, all prices for the Works/Goods are firm and are not subject to price escalation for any reason whatsoever.
2. Despite payment terms in Purchase Order or otherwise agreed, no payment shall become due prior to receipt of a respective auditable invoice according to the applicable legal requirements.
3. Buyer shall be entitled to set off any sum of money payable by Supplier to Buyer or any of its affiliate companies against any amount payable by Buyer to Supplier whether under the Contract or any other agreement with Buyer or any of its affiliate companies.
4. If Buyer fails to make any payment due to the other under the Contract by the final date for payment, then, without limiting the other party's remedies under a Contract, Buyer shall pay interest on the overdue amount at the rate of 2% per annum. Such interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. This clause shall not apply to payments that Buyer disputes in good faith.
5. In the event that a withholding tax or deduction is required by applicable law to be paid by Buyer in respect of the Contract Price, Buyer will pay the price net of the required withholding or deduction to Supplier.

X. Non-Conforming Works/Goods, Warranty, Spare Parts

1. Supplier represents and warrants that the Works/Goods (i) conform to the requirements of the Contract and the Specifications (ii) are new and of good design, material and workmanship, (iii) are of satisfactory quality and free from defects, and (iv) are fit and safe for the purpose intended.
2. Supplier further represents and warrants that (i) it has obtained and will maintain all permissions, licenses and consents necessary for Supplier to supply Works and Goods in accordance with this Contract (ii) the use, possession or selling of Works or Goods will not infringe the Intellectual Property Rights of any third party (iii) the Works shall be carried out with reasonable skill and care in accordance with Good Industry Standards (meaning the exercise of that degree of skill, care, prudence, efficiency, foresight and timeliness as would be expected from a company within the relevant industry or business sector), and (iv) it will have in place appropriate and up to date virus-checking procedures in respect of its computer facilities consistent with Good Industry Standards.
3. These warranties shall be in addition to all other warranties, expressed, implied or statutory. Payment for, inspection of, or receipt of the Works/Goods does not constitute a waiver of any of Buyer's rights in the event of any breach of warranty.
4. The Warranty Period shall be 36 months beginning from the date of final acceptance – or if the nature of the Works/Goods does not entail final acceptance – 36 month after complete delivery. The Warranty Period shall be suspended for any defective Works/Goods from the date of notice of defect until complete rectification of it. For any replaced or repaired Works/Goods, the Warranty Period shall re-start after successful rectification.

5. Without prejudice to any other right available to Buyer under the Contract, if Works and/or Goods or any part thereof fail to operate in compliance with the warranties in this Clause X within the Warranty Period, Supplier shall, at its own cost as soon as practically possible and without any undue delay, (i) take all reasonable corrective measures requested by Buyer in order to secure compliance with said warranties including, but not limited to, the removal, repair and/or replacement of Works and Goods as applicable, the installation and integration of any necessary Goods, the procurement of new Goods (including third party software) and the re-performance of Works to secure such compliance (ii) provide such additional services as shall be necessary to make good the fault, or (iii) pay Buyer all costs incurred by Buyer in obtaining replacement Works and/or Goods from a third party at Supplier's cost. In the event that Supplier fails to rectify the defect or non-conformance within a reasonable period of time determined by Buyer, Buyer shall be entitled to rescind the Contract in whole or in part, demand reduction in price or remedy the defect itself at Supplier's expenses. Supplier shall further indemnify Buyer from all costs, claims, damages and loss incurred due to the defects or non-conformance.

6. Rectification according to 5) shall include coverage of any costs and expenses, such as costs of disassembly and re-assembly, all labor costs, and travel expenses.

7. Buyer shall immediately be entitled but not obliged to rectify defects itself at Supplier's cost in the event that the Supplier is unable to rectify the defect within reasonable time in order to mitigate potential damages, for example, to mitigate the incurring of material damages due to down-times at Buyer or Buyer's customer or penalties for delay.

8. Supplier shall ensure the provision, supply and availability of spare and wear parts at prices in line with the market for at least 15 years following the last delivery of the Goods.

XI. Buyer's Property/ Supplies

1. All equipment, materials, tooling, and other supplies owned by Buyer or Buyer's customer that Buyer provides to Supplier ("Supplies"), is and shall remain the property of Buyer. Such Supplies shall not be made available to any third party without the prior consent of Buyer in text form. Supplier shall use such Supplies solely for the contractually agreed purpose and shall return such Supplies in good and working order to Buyer upon request. In the event of termination or expiration of the Contract, Supplier shall return such Supplies within ten (10) days after the effective date of termination or expiration.

2. Supplier shall store these Supplies separately from its own property and mark it as property of Buyer or Buyer's customer as the case may be. Supplier shall provide for sufficient insurance against ordinary risks (e.g. theft, fire etc.).

3. Supplier shall inspect all Supplies owned by Buyer or Buyer's customer immediately after their receipt. If Supplier fails in doing so, the Supplies are deemed accepted and to correspond to the specification/ drawings and other requirements needed to achieve acceptance.

XII. Intellectual Property Rights

1. "Intellectual Property Rights" means all rights in patents, copyrights, database rights, design rights, trade marks and trade names, domain names, service marks, trade secrets, know-how and other intellectual property rights (whether registered or unregistered) and all applications for the same and all rights having similar effect anywhere in the world.

2. Each party retains and owns any Intellectual Property Rights which it owns prior to entering into the Contract.

3. Unless otherwise agreed, all Intellectual Property Rights created or developed by Supplier during the provision of the Works/Goods under the Contract, including without limitation any software, tools, specifications, explanations, documents, reports, test results, any reports, data or other development work, the results of the Works, modules and any technical solutions ("Developed IP") shall belong to and be transferred to Buyer on creation without any further conditions and without any additional remuneration. Buyer shall be exclusively entitled to these rights with no geographical, temporal or content restrictions and they may be extended, transferred, revised, adjusted, amended, reproduced or published by Buyer without Supplier's consent. Supplier hereby assigns and, in the case of moral rights, waives in favor of Buyer, and shall procure that its staff assign to and waive in favor of Buyer, all right, title and interest in and to the same all such Developed IP to Buyer at no additional cost. Supplier further agrees to do, or procure to be done, all such things and execute or procure to be executed all such documents as Buyer may require to vest in or further assure to Buyer all such Developed IP are the property of Buyer at no additional cost.

4. If Supplier develops, creates or adapts software during execution of the Contract, the rights of use and Intellectual Property Rights in such software as set out in XI.3. shall not be limited to the object-code but shall also extend to the source-code as well as the documentation for the created and amended software programs.

5. Supplier grants Buyer a non-exclusive, irrevocable, unlimited, perpetual and transferable license to use any Intellectual Property Rights in the Works/Goods or any documentation as far as necessary for the use of Works/Goods.

6. The use of the Works/Goods shall be free of charge for Buyer. Buyer shall be entitled to file patentable Developed IP for patent.

7. Supplier guarantees and warrants that any and all Works/Goods are free of third party rights.

XIII. Confidentiality, Publicity

1. Supplier shall be obliged with respect to any and all information – irrespective from its nature, content or form of its materialization – that it will obtain from Buyer in relation to the provision of Works/ supply of Goods, e.g. all information, whether written or oral (however recorded), including drawings, blueprints, layouts, schemes, descriptions, specifications ("Confidential Information") to:

a. keep the Confidential Information strictly confidentially, refrain from disclosing it

to third parties and refrain from making unauthorized copies of it, and

b. use the Confidential Information solely to facilitate the Contract.

c. The terms of this Contract shall be considered Confidential Information.

d. Supplier shall not make any press announcement or the Contract or any part of the Contract in any way, except with the prior written consent of Buyer.

XIV. Termination**1. Termination for Convenience**

a. Unless otherwise agreed in either a PSPA or a FPA, Buyer shall be entitled to terminate the Contract as a whole or in part at any time for convenience in which case Supplier shall be entitled to payment for all Works completed and Goods ordered and/or delivered at the date of termination according to the specifications for such Works or Goods. However, in any event the compensation shall be limited to the Contract Price.

2. Termination for Default

a. Buyer is entitled to terminate the Contract for cause in the event of Supplier committing a material breach of contract, or in the event of repeated persistent breaches any of the terms of the Contract.

b. Buyer shall be entitled to terminate the Contract if Supplier fails to meet agreed delivery dates by 7 days or more.

c. In addition, Buyer may terminate the Contract in the event of a significant deterioration or danger of such deterioration in Supplier's financial situation jeopardizing the fulfillment of commitments towards Buyer.

d. In the event of a termination according to Clauses XIV.2 a or b, Buyer may also choose to cancel the Individual Orders/ Contracts not yet completed by Supplier.

e. Upon request of Buyer following termination, Supplier shall hand over to Buyer all work results including materials, subassemblies, special devices and/or tools at agreed prices – or if prices have not been determined – at market costs. Payments already effected by Buyer to be deducted. Without limitation, upon termination of the Contract, and at no additional cost to the other, each party shall promptly (i) return to the other party all equipment, materials and property belonging to the other party that the other party had supplied to it in connection with the supply of the Works and Goods under the Contract (2) return to the other party all documents and materials (and any copies) containing the other party's Confidential Information, (3) erase all the other party's Confidential Information from its computer systems (to the extent possible); and (4) on request, certify in writing to the other party that it has complied with the requirements of this Clause.

XV. Indemnity and Insurance

1. Supplier shall indemnify and hold harmless Buyer on first demand against any costs, claims, damages, liabilities, expenses and loss suffered or incurred by Buyer including any interest, fines, legal and other professional fees and expenses as a result of or in connection with (i) the provision of Works/Goods to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Supplier, or (ii) any claim brought against Buyer for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the receipt, use or supply of the Works/Goods.

2. Supplier shall maintain insurance coverage with respect to its obligations and liabilities under the Contract for a minimum of GBP 5 Million per event with a reputable insurance company and will upon request provide Buyer with relevant insurance certificates.

XVI. Data Security

1. Supplier shall ensure information security controls are implemented in accordance with ISO 27001 Information Security requirements to protect Buyer information and assets from internal and external security threats, whether intentional or accidental. Without limitation, Supplier shall (a) ensure that Buyer information is only accessible to those authorized to have access, (b) safeguard the accuracy and completeness of Buyer information and processing methods, (c) ensure that where any data backups are stored off-site they are encrypted and securely transported, and a written register maintained; and (d) ensure data backups of all Buyer data are carried out on at least a daily basis.

2. Supplier shall further ensure that its Staff (a) have proven identities, adequate character references and that curriculum vitae and qualifications are genuine; and (b) are trained in security procedures and the correct use of information processing facilities to minimise possible security risks.

3. Any loss of Buyer information, breach of the security of Buyer information held by Supplier or its sub-contractors, or other security incident that presents material risk to the integrity, availability or confidentiality of Buyer Confidential Information shall be communicated to Buyer's Director of Information Security or an equivalent immediately and in any event within 12 hours of its discovery.

XVII. Staff

1. Supplier acknowledges and agrees that, unless otherwise agreed by the Parties in writing, none of its Staff shall become an employee of Buyer or its affiliated companies, and Buyer shall have no obligation to pay any such personnel's salary, national insurance, social security or any other amounts required by law or by contract to be paid to or in respect of any such Staff by his or her employer. Supplier shall effect and maintain in force for the benefit of Buyer and itself full employers' liability insurance in respect of any Staff. Buyer shall have no liability for any member or former member of Supplier's Staff and Supplier shall indemnify Buyer and any Successor Supplier against all losses, costs, awards, liabilities and expenses suffered or incurred by Buyer and/or a Successor Supplier as a result of (i) any claim or demand made or brought against Buyer or Successor Supplier by or on behalf of any member or former member of Supplier's Staff on the grounds that his or her employment and/or any liabilities in connection with his or her employment, its termination or cessation howsoever arising have or should have transferred from Supplier and/or a sub-contractor of Supplier to Buyer and/or any Successor Supplier pursuant to the ARD or otherwise on commencement of the Services or during their continuance, termination (whether in whole or part), expiry or upon the termination of the Contract, and (ii) any breach by Supplier of Clause XVII.1.

2. For the purpose of these GTCs, "ARD" means Council Directive 2001/23/EC relating to the safeguarding of employees' rights in the event of transfers of undertakings, businesses or parts of undertakings or businesses, any implementing legislation and any similar legislation in any jurisdiction, "Staff" means any person employed or engaged by Supplier (or a sub-contractor of Supplier) in connection with the provision of the Works and/or Goods, and "Successor Supplier" means any party engaged by Buyer to provide services similar to the Services performed by Supplier or Supplier's sub-contractors under the Contract.

XVIII. Miscellaneous**1. Amendment**

No modification, amendment or waiver of these GTCs and the Contract shall be effective unless in text form and signed/ confirmed by both parties. This also applies to any amendments to this Clause.

2. Governing Law

These GTCs, the Contract and all rights and obligations hereunder, shall be governed by and construed in accordance with the laws of England and Wales.

3. Place of Venue and Jurisdiction

Relevant court of jurisdiction shall be London, United Kingdom. Deviating from this, any disputes between Buyer and any Supplier having its registered office outside the EU or the United Kingdom shall be finally and exclusively settled by arbitration in accordance with the Rules of Arbitration of the International Chamber of Commerce. The arbitration shall be held in London, England.

4. Non-Assignment

Supplier shall not assign any rights, delegate any duties or subcontract the provision of any Work/Goods without Buyer's prior consent in writing (which consent buyer may grant or withhold in Buyer's sole and absolute discretion), and that any attempt to do so is void and has no effect. No assignment shall relieve Supplier of its obligations under the Contract.

5. No Waiver

The failure of Buyer to enforce a provision, exercise a right or pursue a default shall not be considered a waiver. The express waiver of a provision is to be effective only in the specific instance, and as to the specific purpose, for which it was given.

6. Severability

If any provision of these GTCs is determined to be invalid, illegal or unenforceable, the remaining provisions remain in full force and effect so long as the essential terms and conditions reflect the original intent of the parties and remain valid, legal and enforceable. This provision also applies in case the Contract turns out to be incomplete.

7. Change of Control

In case of a change of control concerning the Supplier's ownership structure, including any parent companies, the Supplier is obliged to give prompt notice in text form of same to Buyer. Buyer is entitled to terminate the Contract without notice in the event of such change of control.

8. Survival

Provisions of the Contract which either are expressed to survive its expiry or termination or from their nature or context it is contemplated that they are to survive such termination, shall remain in full force and effect notwithstanding such expiry or termination including without limitation Clauses VI and IX – XVIII.

9. Entire Agreement

The above clauses constitute the entire agreement of the parties in respect of its subject matter and supersedes any agreements, contracts, representations and understandings, oral or in text form, made prior to or after issuance of the Purchase Order, unless expressly referred to in the Purchase Order.