General Terms and Conditions of Sale (B2B)

DermaPurge AG | Version: November 2026 | Convenience translation – the German version prevails

§ 1 Scope and Contracting Parties

(1) These General Terms and Conditions of Sale (GTC) apply to contracts for the supply of goods between DermaPurge AG, Hohe Str. 6, 01069 Dresden, Germany (Seller), and entrepreneurs within the meaning of Section 14 of the German Civil Code (BGB), legal entities under public law and special funds under public law (Buyer). They do not apply to consumers.

(2) Conflicting or supplementary terms and conditions of the Buyer shall only become part of the contract if the Seller expressly agrees to them. This also applies if the Seller makes delivery without reservation in the knowledge of such terms.

(3) As a framework agreement, these GTC also apply to all future contracts for the supply of goods with the same Buyer, without the Seller having to refer to them again in each individual case. The version valid at the time the contract is concluded, or the version last communicated to the Buyer in text form, shall apply.

(4) Individual agreements take precedence over these GTC.

§ 2 Offers and Conclusion of Contract

(1) Offers are subject to change unless they are expressly marked as binding or contain a period for acceptance.

(2) The Buyer's order constitutes a binding offer to conclude a contract. A contract is only concluded upon the Seller's order confirmation in text form or upon delivery of the goods. A mere acknowledgement of receipt does not constitute an order confirmation.

(3) The type and scope of delivery are determined by the order confirmation and the expressly agreed product specifications. Changes to confirmed orders require an agreement.

§ 3 Prices, Order Quantities and Custom Products

(1) The prices stated in the Seller's price list valid at the time of the order shall apply. Deviating prices in an offer or in the order confirmation take precedence; in the event of conflict, the order confirmation prevails over the offer. Unless otherwise stated, all prices are in euros plus statutory value added tax and plus shipping costs in accordance with § 5.

(2) The Seller generally supplies business customers in full shipping units. The respective packaging and shipping units are set out in the price list, the offer, the product information or the order confirmation.

(3) Separate price lists, discounts and conditions may be agreed for resellers.

(4) For customer-specific products, custom manufacturing, individual labelling and private-label products, the expressly agreed specifications, prices and minimum order quantities apply.

(5) Subsequent changes to customer-specific orders are only possible by agreement. Necessary and documented additional costs may be charged in accordance with such agreement.

(6) Price changes after conclusion of the contract require an agreement or a separate valid contractual basis.

§ 4 Terms of Payment and Default

(1) Unless otherwise agreed, invoices are payable without deduction within 30 calendar days of the invoice date.

(2) Payments are generally to be made by bank transfer in euros to the account stated in the invoice.

(3) The Seller is entitled to carry out deliveries in whole or in part only against advance payment or a down payment, in particular for first orders, deliveries to countries outside the European Union and customer-specific products. The Seller shall notify the Buyer of this no later than with the order confirmation.

(4) In the event of default in payment, the statutory provisions apply, in particular default interest of nine percentage points above the base interest rate (Section 288 (2) BGB) and, where applicable, the lump sum pursuant to Section 288 (5) BGB. The right to claim further damage caused by default is reserved.

(5) Set-off is permitted with undisputed or legally established claims; mandatory rights of set-off remain unaffected. A right of retention may be exercised in particular in respect of counterclaims arising from the same contractual relationship.

(6) If, after conclusion of the contract, it becomes apparent that the claim for payment is jeopardised by the Buyer's inability to pay, the statutory rights apply, in particular Section 321 BGB.

§ 5 Delivery, Incoterms and Shipping Costs

(1) Depending on product availability and order processing, delivery is made from the Seller's warehouse in Dresden or directly by the Seller's production partner in Italy.

(2) Unless otherwise agreed in the offer or order confirmation, deliveries are made CPT (Carriage Paid To) the place of delivery named by the Buyer in accordance with Incoterms® 2020. The Seller arranges transport; transport costs are invoiced separately to the Buyer in accordance with para. 3.

(3) For deliveries within Germany, the shipping costs and any free-shipping thresholds set out in the applicable price list apply. For deliveries abroad, transport costs are charged in accordance with the offer or according to the actual costs of the transport service provider. Shipping costs or the basis for their calculation will be communicated before conclusion of the contract.

(4) For deliveries to non-EU countries, the Buyer generally bears customs duties, import taxes and import-related charges, unless otherwise agreed; mandatory law remains unaffected.

(5) Reasonable partial deliveries are permitted.

(6) The Seller selects the transport service provider unless otherwise agreed.

(7) The place of performance for delivery is the respective place of dispatch (the Seller's warehouse in Dresden or the location of the production partner in Italy); the place of performance for payment is the Seller's registered office.

§ 6 Delivery Dates, Self-Supply and Transfer of Risk

(1) Delivery dates and delivery periods are estimates unless they are expressly agreed as binding. The statutory rights in the event of delay in delivery remain unaffected.

(2) The Seller's obligation to deliver is subject to correct and timely self-supply by its suppliers and production partner, provided that the Seller has concluded a corresponding covering transaction and is not responsible for the failure to supply. In this case, the Seller shall inform the Buyer without undue delay and refund any consideration already paid without undue delay. Statutory rights of withdrawal of both parties remain unaffected.

(3) The risk of accidental loss and accidental deterioration passes to the Buyer upon handover of the goods to the first carrier (CPT, Incoterms® 2020), unless otherwise agreed. This also applies to partial deliveries.

(4) In the case of collection, the risk passes upon handover of the goods. Statutory provisions on default of acceptance remain unaffected.

§ 7 Retention of Title

(1) The Seller retains title to the goods delivered until all present and future claims arising from the ongoing business relationship have been settled in full, to the extent permitted by law.

(2) The Buyer may resell the goods subject to retention of title in the ordinary course of business. Pledging or transfer by way of security without consent is not permitted.

(3) The Buyer hereby assigns to the Seller, by way of security, the claims against its customers arising from the resale in the amount of the invoice value of the respective goods subject to retention of title, including value added tax; the Seller accepts this assignment.

(4) The Buyer remains authorised to collect the claims until such authorisation is permissibly revoked. In the event of default in payment, the Seller may revoke the collection authorisation in accordance with the statutory provisions.

(5) In the event of processing, combination or mixing, the statutory provisions apply; to the extent legally possible, the Seller acquires co-ownership in proportion to the value of the goods subject to retention of title to the value of the other items.

(6) The Buyer shall notify the Seller without undue delay of any seizures or other interventions by third parties. If the realisable value of the securities exceeds the secured claims by more than 10 %, the Seller shall release securities of its choice upon request.

(7) In the event of default in payment, the Seller may withdraw from the contract and demand return of the goods subject to the statutory requirements.

(8) If the retention of title is not effective, or only to a limited extent, under the law of the country in which the goods are located, the security right that most closely corresponds to the retention of title under that law shall be deemed agreed. The Buyer shall cooperate in any measures necessary to create or maintain such a security right.

§ 8 Force Majeure and Impediments to Delivery

(1) Force majeure comprises extraordinary events beyond the control of the affected party which were unforeseeable at the time the contract was concluded and could not be averted even with reasonable care. These may include natural disasters, war, official measures, epidemics, industrial action and serious disruptions of transport and supply chains, provided these requirements are met.

(2) The affected party shall inform the other party without undue delay of the impediment and its expected duration, insofar as possible and reasonable. Obligations to perform and to provide consideration as well as rights of withdrawal are governed by the statutory provisions.

(3) Claims already arising for partial performance rendered in accordance with the contract remain in place as provided by law.

§ 9 Inspection and Notification of Defects

(1) Insofar as Sections 377 and 381 of the German Commercial Code (HGB) apply, the obligations to inspect and give notice of defects set out therein apply. The goods are to be inspected in the ordinary course of business. Obvious defects, quantity shortfalls and incorrect deliveries must be notified in text form within five working days of delivery, and hidden defects within five working days of their discovery.

(2) The Buyer should additionally have externally visible transport damage noted with the transport service provider upon acceptance.

(3) Notification should be made by e-mail stating the order or invoice number, product, batch number and a description of the defect.

(4) The Buyer shall, to a reasonable extent, allow inspection of the goods complained about. The statutory consequences of a failure to give notice remain unaffected.

§ 10 Warranty and Claims for Defects

(1) The statutory rights in the event of material defects and defects of title apply unless otherwise validly agreed below.

(2) For contracts with entrepreneurs, the limitation period for claims for defects is generally one year from the statutory commencement of the limitation period, insofar as such a reduction is permitted.

(3) The reduction does not apply to claims based on intent, gross negligence, injury to life, body or health, fraudulent concealment, mandatory statutory liability or to the extent of a guarantee assumed. Mandatory longer periods and recourse claims remain unaffected.

(4) In the event of defects, the Seller shall, at its option, provide subsequent performance by remedying the defect or by delivering goods free of defects. If subsequent performance fails or is unreasonable for the Buyer, the Buyer may withdraw from the contract or reduce the purchase price in accordance with the statutory provisions. Claims for damages exist in accordance with § 12.

(5) Product images and advertising information serve as a description. The agreed quality and the statutory requirements are decisive. Customary or minor deviations in packaging, labelling and design, in particular as a result of the further development of the corporate design, remain reserved insofar as the agreed quality and usability are not impaired and the deviation is reasonable for the Buyer.

§ 11 Product Information and Intended Use

(1) The Buyer shall observe the respective instructions for use, safety and storage as well as shelf-life information and, where applicable, periods of use after opening.

(2) Damage based exclusively on improper use, unsuitable storage or unauthorised alterations after the transfer of risk does not, as a rule, constitute a material defect existing at the time of the transfer of risk.

(3) The Seller's liability for its own breaches of duty, incorrect product information or mandatory product liability claims remains unaffected. The commercial Buyer shall comply with the statutory requirements applicable to it when using and redistributing the goods.

§ 12 Liability

(1) The Seller is liable without limitation in cases of intent and gross negligence, culpable injury to life, body or health, fraudulent concealment and mandatory statutory liability, in particular under the German Product Liability Act.

(2) In cases of simple negligence, the Seller is otherwise only liable for breach of material contractual obligations. Material contractual obligations are those whose fulfilment is essential for the proper performance of the contract and on whose observance the Buyer may regularly rely. In this case, liability is limited to the damage typically foreseeable at the time the contract was concluded.

(3) An expressly assumed guarantee remains unaffected. These provisions apply accordingly to legal representatives, employees and vicarious agents.

§ 13 Return of Goods Free of Defects

(1) There is no general contractual right to return goods free of defects in B2B business.

(2) A voluntary goodwill return may be agreed in individual cases. Return conditions, costs and any credit notes are determined individually. Statutory rights remain unaffected.

§ 14 Applicable Law and Place of Jurisdiction

(1) The law of the Federal Republic of Germany applies, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG), to the extent permitted.

(2) If the Buyer is a merchant, a legal entity under public law or a special fund under public law, or has no general place of jurisdiction in Germany, Dresden is the exclusive place of jurisdiction, to the extent permitted by law. The Seller may also bring an action at the Buyer's general place of jurisdiction.

(3) Mandatory international rules on jurisdiction and conflict of laws remain unaffected.

§ 15 Final Provisions

(1) Amendments and supplements to the contract may be agreed in text form unless a stricter statutory form is required.

(2) If individual provisions are invalid, the remaining provisions remain valid; the statutory provisions apply in place of invalid clauses.

(3) The version of these GTC validly incorporated at the time the contract is concluded is decisive.

(4) These GTC are available in German and English. In the event of discrepancies or questions of interpretation, the German version shall prevail.