1. Contractual object and definitions

1.1 The processing or treatment of raw materials / goods provided to the Contractor by the Client for the purpose of subcontracting (e.g. sterilisation of raw materials / goods, processing of raw materials / goods, packaging for the processed raw materials / goods at its own expense to the registered office of the Contractor at Wiesentheimer Str. 4, 97355 Abtswind, Germany) at stream expense risk and will be at the Client's expense used by the Client within the scope of the contractual purpose, the supply of the remaining ordered raw materials / goods is guaranteed and no considerable additional work or costs incur for the Client.

1.2 Where agreed delivery and completion periods are not complied with by fault of one of the parties, the responsible party will be given a reasonable deadline for performance fulfillment following expiry of this grace period, the responsible party will be in default without further notice.

3. Cooperation obligations and test production

3.1 With the quality and labelling of the provided raw materials / goods, the Client ensures that a proper and safe handling is guaranteed, i.e. in particular that raw materials / goods can be stored and processed by the Contractor without posing a danger to people or equipment and that these have been marketed in compliance with the statutory provisions. In this context, the Client will provide the Contractor with any required documentation free of charge and point out any special risks, e.g. occurring during in-plant transport, where these must be observed during contract performance.

3.2 For the processing or treatment of new raw materials / goods or product variants and special products at the Client's request, the Contractor reserves the right to first conduct a test production with small quantities at the expense of the Client.

4. Warranty

4.1 The Contractor is obligated to provide its services to the Client free from defects at the time of acceptance. A service shall be deemed free from defects at the time of acceptance if it possesses the agreed quality and complies with the recognised technical rules, standards and guidelines. Where no quality has been agreed, the service shall be deemed free from defects at the time of acceptance if it is of a quality that can be generally found in works of the same kind and which the Client may expect according to the nature of the service.

4.2 Any changes in sensory quality, structure and mass generally occurring in this line of business due to the scope of processing or treatment as well as the contamination of the raw materials / goods provided by the Client with a system-related "factory odour" do not constitute a defect.

4.3 If a defect can be attributed to a service specification or instruction by the Client, the quality of the raw materials / goods provided by the Client or the quality of the downstream performance of another contractor, the Contractor shall not assume any liability for such defects, unless it has omitted to communicate such concerns to the Contractor.

4.4 Claims of the Client for defects presume that the Client has satisfied its statutory obligations for inspection and reporting of complaints (Sections 377, 381 German Commercial Code (HGB)). If a defect is detected within the scope of the inspection or at a later point in time, this must be promptly reported in writing. Should the Client fail to conduct a due and proper inspection and / or submit a due and proper notice of defect, the Contractor's liability for inspection and reporting of complaints shall remain unaffected.

4.5 If the performed service is defective, the Contractor can as a first step chose between providing subsequent performance either by eliminating the defect (rectification) or supplying a defect-free item (replacement). The right to refuse subsequent performance in accordance with the statutory provisions shall remain unaffected of this.

4.6 If subsequent performance has failed or if a reasonable grace period set by the Client has elapsed without a satisfactory result or is not required according to the statutory provisions, the Client may withdraw from the contract or reduce the remuneration. This right of withdrawal shall however not exist in case of insignificant defects.

4.7 Claims of the Client for defects shall expire within one year from the date of the transfer of risk. Where an acceptance procedure has been agreed on, the limitation period shall commence upon acceptance. The special statutory provisions on limitation periods shall remain unaffected of this.

5. Acceptance, packaging and storage

5.1 Formal or express acceptance is not required. However, if the Contractor requests a specific acceptance of services, the Client must conduct such acceptance within a reasonable time frame. Within 14 days after receipt of a notice of completion, the Client must communicate in writing, whether it wishes to formally accept the service. If no such notice is submitted, the relevant services shall be deemed accepted upon expiry of this 14-day period, provided the service is free from typical damage.

5.2 If the Client announces a specific acceptance within the 14-day period and does not conduct the acceptance within a reasonable time frame or unjustly refuses acceptance, the Contractor may set a reasonable grace period together with the announcement that non-acceptance of the notice of acceptance will result after expiry of the period. If the grace period expires unsuccessfully, the relevant service shall be deemed accepted. In all cases, a grace period of an additional 14 days shall be deemed appropriate in terms of this clause.

5.3 At the latest when delivering the raw materials / goods, the Client must supply the packaging for the processed raw materials / goods at its own expense to the registered office of the Contractor at Wiesentheimer Str. 4, 97355 Abtswind, unless otherwise agreed.

6. Changes to service performance

6.1 The Client may request changes to the contract and/or the scope of the services.

6.2 Where not only insignificant changes are involved, the Contractor will determine the delays in time and the additional work required due to the requested changes, and the parties will agree on a corresponding adjustment of the contract. If the parties do not reach an agreement, the Contractor has the right to reject the change request.

6.3 Should it emerge during the implementation of the subcontracting process that the processing or treatment activities are more expensive than initially expected due to unforeseeable, product-specific factors and if this is communicated to the Client, both parties may withdraw from the contract free from loss of life, ill-repute or health, guarantees, or where claims in accordance with the law on product liability are involved. Furthermore, this shall not affect liability for the breach of obligations whose fulfillment is a fundamental prerequisite for the proper implementation of the contract in the first place and on the compliance of which the Client may regularly rely on (so-called essential contractual obligations). For breaches of essential contractual obligations, liability is limited to the compensation of foreseeable and typical damage.

8. Termination

8.1 In the event that the Client makes use of its right of termination as defined by Section 649 BGB, the Contractor may demand a lump sum remuneration of €150.

9. Offsetting, right of retention

9.1 The Client may set-off the claims of the Contractor only against undisputed or legally enforceable claims.

9.2 The Client may only exercise a right of retention as far as its counterclaim is based on this contract.

10. Final provisions

10.1 Any and all changes to this contract or integral parts thereof must be made in writing. This also applies to changes to this clause.

10.2 If a provision under this contract should be or become invalid or if the contract contains a loophole, this shall not affect the validity of the remaining provisions.