

General Terms and Conditions/Delivery Terms of I&L Biosystems GmbH

1. General

- 1.1 Our deliveries, services and offers shall be made exclusively on the basis of the following General Terms and Conditions (GTC). Unless otherwise agreed, the GTC in the version valid at the time of the customer's order or, in any case, in the version most recently communicated to the customer in text form shall also apply as a framework agreement for future contracts of the same kind without our need to refer to them again in each individual case.
- 1.2 Amendments and supplements to the agreements made, including these GTC, must be made in writing to be effective. Transmission by telecommunication, in particular by e-mail, shall be sufficient to comply with the written form requirement.
- 1.3 Our terms and conditions of sale shall apply exclusively; the customer's general terms and conditions of business shall only apply if we have expressly agreed to them in writing in the individual case.
- 1.4 Our Terms and Conditions of Sale shall only apply if the Customer is an entrepreneur (Sec. 14 German Civil Code (BGB)), a legal entity under public law or a special fund under public law.

2. Conclusion of contract

- 2.1 All our offers are non-binding, unless they are expressly marked as binding. The customer's order shall be considered as binding contractual offer. A contract is concluded after a written order confirmation has been issued by us or upon execution of a delivery to the customer after receipt of the order.
- 2.2 Insofar as the applicability for the contractually intended purpose is not impaired, we reserve the right to make technical changes, in particular improvements of minor scope or due to legal regulations. Furthermore, we reserve the right to weight and dimensional differences within the scope customary in the industry. Immediately upon receipt of our order confirmation, the customer shall check its correctness and conformity with the order.
- 2.3 Our illustrations, drawings, prices, dimensional data, directional analyses or delivery periods etc. contained in catalogues, advertising brochures, price lists or other documents are always to be understood as approximate and are subject to change, unless the applicability for the contractually intended purpose requires exact conformity. They are not guaranteed characteristics, but descriptions or identifications of the delivery or service.

3. Prices and terms of payment

- 3.1 Unless otherwise agreed in individual cases, our prices valid at the time of conclusion of the contract shall apply, net ex works, plus value added tax at the statutory rate.
- 3.2 In the case of sales shipment to a place other than the place of performance in accordance with Section 4.1, transport costs ex works and any other ancillary costs, such as any insurance, export, import or other permits, bank charges and, in the case of export deliveries, customs duties, fees, taxes and other public charges shall be borne by the customer.
- 3.3 If the agreed prices are based on list prices and there are more than four months between the conclusion of the contract and the date of delivery, we may invoice the list prices applicable at the time of delivery. However, if price increases of more than 10% are involved, the customer is allowed to withdraw from the contract.
- 3.4 The installation or assembly of the equipment on site by us as well as further additional or special services, if commissioned, shall be invoiced separately according to expenditure.
- 3.5 Invoices are payable net within 14 days from the date of invoice.
- 3.6 If the customer defaults on payment in whole or in part or if insolvency proceedings are instituted against its assets, we may declare all payment obligations to us immediately due and payable, irrespective of any payment agreements made. This shall also apply to all other contracts with the customer that are not yet fully valid for both parties. Furthermore, we shall be entitled to demand security for all our claims or to carry out the delivery against receipt of a partial payment.
- Irrespective of this, in the event of default in payment, the customer shall pay us interest on arrears at a rate of nine percentage points (9 % points) above the respective prime rate, without prejudice to any other damage caused by default; furthermore, the customer shall pay all judicial and extrajudicial costs of collecting the claim. The assertion of higher interest and further damages in the event of default shall remain unaffected.
- 3.7 Offsetting with counterclaims or withholding of payments due to such claims of the customer shall only be permissible if the counterclaims are undisputed or have been legally established.

4. Shipping and transfer of risk

- 4.1 Deliveries shall be made ex works, which is also the place of performance for the delivery and any subsequent performance. At the customer's request and expense, the goods shall be shipped at the customer's expense and risk. The risk of accidental loss and accidental deterioration of the goods shall pass to the customer at the latest upon handover. However, in the case of sale by delivery to a place other than the place of performance, the risk of accidental loss and accidental deterioration of the goods as well as the risk of delay shall pass to the customer upon delivery of the goods to the forwarding agent, the carrier or the third party engaged with the transport.

- 4.2 We are entitled to insure the transport risk and to charge it to the customer, unless the customer instructs us otherwise in writing.
- 4.3 In the event of transport damage to consignments insured by us, we shall immediately require an inventory from the forwarding agent, the carrier or the third party engaged with the transport.

5. Delivery times

- 5.1 Deadlines and dates for deliveries and services are always only approximate, unless a fixed deadline or date has been expressly confirmed or agreed. The delivery periods are contained in our order confirmations and presuppose that all contractual obligations and advance performances to be rendered by the customer have been provided, in particular e.g. provision of documents, approvals, releases and payments on account, insofar as the latter have been agreed. If shipment has been agreed, delivery periods and delivery dates refer to the time of handover to the forwarding agent, the carrier or the third party engaged with the transport, unless expressly stated otherwise by us.
- 5.2 In the event of force majeure or other unforeseeable extraordinary circumstances beyond our control at the time of conclusion of the contract, such as strikes, lockouts, material or energy procurement difficulties, import and export bans - even if they occur at the sub-supplier - the delivery period shall be extended by the period of time that these extraordinary circumstances last. If delivery becomes impossible or unreasonable due to these circumstances, we shall be released from the obligation to deliver. Insofar as the delivery period is extended or we are released from the obligation to deliver, the customer cannot derive any claims for damages against us from this.
- 5.3 The occurrence of our delay in delivery shall be determined in accordance with the statutory provisions. In any case, however, a reminder with a grace period of 6 weeks by the customer is required. If we are in default of delivery, the customer may demand lump-sum compensation for the damage caused by the delay. The lump-sum compensation shall amount to 0.5% of the net price (delivery value) for each full calendar week of the delay, but in total not more than 5% of the delivery value of the goods delivered late. We reserve the right to prove that the customer has incurred no damage at all or only significantly less damage than the aforementioned lump sum.
- 5.4 If the customer is in default of acceptance, fails to cooperate or if our delivery is delayed for other reasons for which the customer is responsible, we shall be entitled to claim compensation for the resulting damage including additional expenses (e.g. storage costs). For this purpose, we shall charge a lump-sum compensation amounting to 0.5% of the invoice amount per month of the delay in delivery, starting with the delivery deadline or - if a delivery deadline is missing - with the notification that the goods are ready for shipment. The proof of a higher damage and our legal claims (in particular compensation for additional expenses, reasonable compensation, termination) shall remain unaffected; however, the lump sum shall be credited against further monetary claims. The customer shall be entitled to prove that we have incurred no damage at all or only significantly less damage than the aforementioned lump sum.

5.5 We are entitled to make a partial delivery if the partial delivery is usable for the customer within the scope of the contractual purpose, the delivery of the remaining ordered goods is ensured and the customer does not incur any significant additional expenses or costs as a result.

6. Notices of defects

The customer is obliged to inspect the goods immediately after receipt and to notify us in writing of any defects within a period of one week after receipt at the latest. The individual defects found shall be described as precisely as possible. If such a defect only becomes apparent upon the start-up and this does not take place immediately after receipt of the goods, the customer must notify us of the defects within eight days after the start-up. In the case of hidden defects, the notification of defects must also be made within eight days of their discovery. Return shipments may only be made with our prior written consent and by using the RMA-number issued and sent by us. If the customer fails to duly inspect the goods and/or give notice of defects, our liability for the defect not reported or not reported in time or not reported properly shall be excluded.

7. Warranty

7.1 In the event of justified complaints, we may choose whether to rectify the defect or provide a replacement free of charge. If the type of subsequent performance chosen by us is unreasonable for the customer in the individual case, the customer may reject it. Our right to refuse subsequent performance under the statutory conditions shall remain unaffected.

In case of failure, i.e. impossibility, unreasonableness, refusal or unreasonable delay of the repair or replacement delivery, the customer may withdraw from the contract or reasonably reduce the purchase price.

If a defect is due to our fault, the customer shall be entitled to claim damages under the conditions set out in clause 8.

7.2 The direct costs incurred by the repair or replacement delivery are borne by us. This shall also apply with regard to the shipping costs as well as the reasonable costs of dismantling and installation. However, the customer shall be obliged to bear the costs of providing own technicians and assistants on site. Insofar as our customer is active abroad, we shall be entitled, in deviation from this, to charge the costs required for rectification, in particular transport, travel, labor and material costs from the German border.

7.3 Our warranty is generally one year. We do not assume any warranty for parts subject to wear and tear. The warranty period shall be calculated from delivery of the goods irrespective of commissioning. This period shall not apply to claims for damages by the customer arising from injury to life, limb or health or from intentional or grossly negligent breaches of duty, which shall each be time-barred in accordance with the statutory provisions.

- 7.4 We warrant that our goods are free from manufacturing defects. The suitability, classification and function of our goods shall be determined exclusively by the performance descriptions in the order confirmation, even if these differ from the order. In this case, the customer has the opportunity to draw attention to any differences from the order within two weeks of receipt of our order confirmation and to reach an agreement with us on this. If he does not object to the specifications in the order confirmation, the latter shall be deemed to have been accepted. In the absence of any agreement to the contrary, we shall not be liable for the suitability of the delivery item for the purpose intended by the customer. The same applies to performance data expected by the customer, unless we have been able to carry out appropriate practical laboratory tests in advance and have declared the corresponding performance data to be binding in writing in our order confirmation.
- 7.5 Our warranty shall also lapse if persons other than those authorized by us carry out repairs or other interventions or modifications to goods delivered by us or use unsuitable accessories or consumables, insofar as the defect that has occurred is causally related to this. Furthermore, compliance with the instructions for use and operation is a prerequisite for our warranty.
- 7.6 If the goods are installed in other systems or production facilities by the customer without our prior approval, or if they are connected, attached or processed to such systems or production facilities, our warranty shall be limited exclusively to the parts supplied by us.
- 7.7 Subsequent performance shall be carried out at our discretion either at the place of installation of the purchased item or at our registered office. Insofar as the rectification is carried out at the place of installation, the customer shall ensure that our representative has free access to the purchased item in terms of time and space. Otherwise, the customer may only demand that the warranty work be carried out during normal local business hours. If, at the customer's request, warranty work is to be carried out outside our normal business hours, the customer shall pay the additional costs. If the customer requests additional special services that go beyond the warranty work, these costs shall be paid at the prices valid at the time.

8. Other liability

- 8.1 Our liability for damages, irrespective of the legal grounds, in particular due to impossibility, delay, defective or incorrect delivery, breach of contract, breach of duties during contractual negotiations and tort, shall be limited in accordance with this Clause 8, insofar as fault is relevant in each case.
- 8.2 We shall not be liable in the event of simple negligence on the part of our executive bodies, legal representatives, employees or other vicarious agents, unless a breach of material contractual obligations is involved. Material contractual obligations are those obligations which are essential for the proper performance of the contract and on which the contractual partner regularly relies and may rely.

- 8.3 Insofar as we are liable for damages on the merits pursuant to Section 8.2, this liability shall be limited to damages which we foresaw as a possible consequence of a breach of contract at the time of conclusion of the contract or which we should have foreseen by exercising due care. Indirect damage and consequential damage resulting from defects in the delivery item shall also only be compensable insofar as such damage is typically to be expected when the delivery item is used as intended.
- 8.4 The above exclusions and limitations of liability shall apply to the same extent in favor of our corporate bodies, legal representatives, employees and other vicarious agents.
- 8.5 Insofar as we provide technical information or act in an advisory capacity and this information or advice is not part of the contractually agreed scope of services owed by us, this shall be done free of charge and to the exclusion of any liability.
- 8.6 The limitations of this Clause 8 shall not apply to our liability for willful misconduct, for guaranteed characteristics, for injury to life, body or health or under the Product Liability Act.

9. Retention of title

- 9.1 The delivered goods shall remain our property until full payment of all claims arising from the business relationship with the customer.
- 9.2 Any processing or treatment of the goods subject to retention of title shall be carried out by the customer on our behalf without any obligations arising therefrom for us. In the event of processing with other items not owned by us by the customer, we shall be entitled to co-ownership of the new item in the ratio of the value of the reserved goods to the other processed goods at the time of processing. If our claims are over-secured by more than 20%, we undertake to release them accordingly.
- 9.3 The customer shall be entitled to resell the goods subject to retention of title within the scope of its normal business operations. He shall not be permitted to pledge or assign the goods as security. Interventions in our rights by third parties, in particular seizures, must be notified to us immediately in writing. The costs of intervention measures including legal disputes shall be borne by the customer unless they are to be paid by the intervening party.
- 9.4 The customer hereby assigns to us by way of security the customer's claims against third parties arising from the resale of goods subject to retention of title in their entirety or in the amount of our co-ownership share, if any, in accordance with the foregoing Section 9.2. The same shall apply to other claims which take the place of our goods or otherwise arise in respect of the goods, such as insurance claims or claims in tort in the event of loss or destruction. We accept this assignment. The customer is revocably entitled to collect the claims as long as he fulfills his obligations from the contractual relationship with us. At our request, the customer shall provide the information on the assigned claims required for collection and notify the debtors of the assignment without delay.

9.5 The customer shall insure the delivery item at its own expense with the proviso that we are entitled to our rights under the insurance policies. If the customer does not comply with this obligation despite being requested to do so or if he does not provide evidence that insurance has been taken out, we shall be entitled to take out the insurance at the customer's expense. Proof of the conclusion of the insurance can be demanded from the time of handover.

9.6 If the customer defaults on payment or if the suspicion arises, based on facts, that the customer is in significant breach of its obligations under these business relations despite a warning, we may take possession of the goods delivered under reservation of title without this constituting a withdrawal from the contract. The customer irrevocably agrees to the collection of the goods by our representatives. For the time the goods subject to retention of title are stored with us, we shall only be liable for intent and gross negligence. We are entitled to payment of reasonable storage charges.

10. Choice of law and place of jurisdiction

10.1 These GTC and all legal relationships between us and the customer shall be governed by the laws of the Federal Republic of Germany, excluding international uniform law, in particular the UN Convention on Contracts for the International Sale of Goods.

10.2 The exclusive - also international - place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship shall be our registered office in Koenigswinter. However, we shall also be entitled to file a suit at the customer's general place of jurisdiction.