

## 1. General

The following General Terms and Conditions shall apply to all contractual relationships concluded between PELOBIOTECH GMBH (hereinafter also referred to as the "Company") and all contractual partners or suppliers. The contractual partner or supplier recognizes the General Terms and Conditions upon conclusion of the contract or placement of an order. The General Terms and Conditions shall also apply to future contracts, even if the General Terms and Conditions are not expressly agreed again. Deviations from the following General Terms and Conditions shall only be effective if the company has confirmed these deviations in writing. General terms and conditions of the contractual partner are hereby expressly rejected. These shall only apply if the company has agreed to their validity in writing.

Any conflicting terms and conditions of purchase of its customers shall be ineffective, even if we do not expressly object to them. Offsetting against counterclaims of the customer is excluded for all conceivable cases, unless the counterclaims are undisputed or have been recognized by declaratory judgment. The company is authorized to assign its claims from deliveries and services for financing purposes. In the event of assignment, the retention of title shall be extended and expanded. If the customer defaults on a payment, all other claims shall become due for payment immediately without the need for a separate notice of default.

For deliveries and services to customers abroad, it is expressly agreed that all costs of legal action by the supplier in the event of default of payment by the customer, both in and out of court, shall be borne by the customer.

If the contractual partner is a merchant, the place of jurisdiction for all disputes arising shall be the registered office of the company. However, the company shall be entitled to take legal action at the contractual partner's place of jurisdiction. The contractual relationship shall be governed exclusively by German law for both parties.

The Company shall remain the owner of the property rights, utilization rights and copy-rights to illustrations, drawings, descriptions, other documents as well as offer documents, delivery notes and invoices sent to it. The contractual partner is not permitted to make the aforementioned documents accessible to third parties. This applies in particular to documents that have been labelled "confidential" by the company. If the Company's contractual partner intends to disclose such documents to third parties, a prior written declaration of consent must be obtained from the Company.

## 2. Offers

All offers made by the Company are subject to change with regard to price, quantity and delivery time. Orders placed with the Company and order confirmations from the Company shall only be legally effective if they are made in writing. The written form requirement applies to any additions, amendments or collateral agreements to the original offer.

## 3. Prices

Prices are quoted net in EURO at the prices valid on the day of delivery; our latest price list shall apply. All previous price lists shall lose their validity. The company is authorized to make partial deliveries, which may be invoiced separately. The delivery prices are ex works or warehouse plus packaging and freight costs as well as the statutory value added tax applicable on the day of invoicing. Any customs duties, fees, taxes or other public charges shall be borne by the contractual partner. Within the Federal Republic of Germany, a flat-rate shipping fee of EUR 40.00 and, if necessary, a flat-rate dry ice fee of EUR 30.00 shall be charged, outside Germany in accordance with the actual shipping costs incurred.

If the value of the delivery per individual order is less than EUR 200.00, a minimum quantity surcharge of EUR 30.00 will be charged. The invoice amount is due within 14 days of the invoice date. The timeliness of payment is determined by the date of receipt in the compa-

ny's account. In commercial business transactions, the company is entitled to charge interest of 1% of the value of the goods per month or part thereof of late payment from the due date. In the case of purchases via intermediaries, their terms of delivery and payment shall apply. In the event of a significant increase in costs before delivery of an order, the company is entitled to add these to the agreed price after informing the customer. The buyer has the right to cancel his order within 3 days after notification of the price increase.

#### 4. Placing of order

Offers and orders placed verbally or by remote data transmission shall only become legally binding when they have been confirmed in writing by the company or when the goods and invoice have been sent to the buyer.

#### 5 Delivery

The delivery periods and dates stated by the Company are non-binding, unless expressly agreed otherwise in writing. If the Company is prevented from fulfilling its obligations due to unforeseen circumstances, e.g. operational disruptions, lack of raw materials, transport difficulties, strikes, natural disasters, force majeure, etc., regardless of whether they occur at the Company, at the suppliers or at the post office or forwarding agent, the delivery period shall be extended to a reasonable extent.

If delivery becomes impossible due to the aforementioned events, the company shall be released from its obligation to deliver.

If the delivery time is extended in the above cases or if the Supplier is released from the delivery obligation, this shall not give rise to any claims for damages or cancellation rights on the part of the Customer. In the event that the Company does not fulfil a bindingly prom-

ised delivery, the compensation shall be limited to a maximum of 5% of the invoice amount of the service or delivery affected by the delay. If dispatch is delayed at the request of the contractual partner or for a reason for which he is responsible, the goods to be delivered shall be stored at the expense and risk of the contractual partner. The notification of readiness for dispatch issued by the Company shall be deemed equivalent to dispatch. Storage costs shall apply in accordance with the current price list. The risk of accidental loss shall pass to the contractual partner as soon as the Company has handed over the item to be delivered to the forwarding agent, the carrier or the person or organization otherwise designated to carry out the shipment.

The risk shall pass to the contractual partner at the latest upon delivery of the item to be delivered; this shall also apply if only partial deliveries are made or if the company has assumed further services, such as installation or instruction in equipment. At the request of the Contractual Partner, the delivery shall be insured against theft, breakage, transport, fire and water damage or similar insurable risks at the expense of the Contractual Partner. For this purpose, the contractual partner must inform the company in writing of the desired insurances when accepting a delivery offer. If the contractual partner is responsible for circumstances that lead to a delay in despatch, the risk of accidental loss of the goods shall pass to the contractual partner from the day on which the goods are ready for despatch. Minor defects shall not entitle the contractual partner to refuse acceptance. Partial deliveries are permissible. The contractual partner is obliged to return the transport packaging to the company at his own expense and risk.

#### 6. Payment

Invoices are due for payment within 14 days. A discount may only be deducted if this is expressly stated on the invoice and the payment deadline is adhered to.

The current terms of payment are as follows:

30 days net, 14 days 4.5% cash back

## 7 Retention of title

The delivered goods shall remain the property of PELOBIO-TECH GMBH until complete contractual fulfilment of the claims against the contractual partner. The contractual partner is not authorised to resell or pledge the goods owned by PELOBIO-TECH GMBH or to allocate them to his stock in a way that cannot be identified. In the event of resale, the value of the goods shall be assigned to PELOBIO-TECH GMBH as a claim against the new contractual partner.

## 8. Dangers

Some of the substances in the product range are extremely toxic and dangerous. The absence of hazard warnings on its labelling does not mean that the product in question is harmless. Our products are for laboratory use by trained personnel only. Resale to private individuals is not intended in the packaging and is not permitted.

## 9. Custom production or formulation

Should you require products that you cannot find in our portfolio, we are prepared to put our knowledge at your service. However, the company cannot guarantee delivery for such orders.

## 10. Use of its products

The products are primarily intended for research purposes and may not be used on humans, animals or in the household or for other private use. The use of the products in the company's portfolio for diagnostic or therapeutic purposes is subject to the relevant statutory provisions. We are not liable for damage to persons or property caused by improper handling or storage. We only deliver to commercial enterprises, public research, examination and teaching institutions. After careful examination, we may refuse orders if there are indications of misuse of the products.

## 11 Warranty and liability

The buyer must immediately check whether the quality and quantities correspond to the contractual agreements and are suitable for the intended purpose. Defects that can be detected during the proper inspection of the goods and deliveries of goods other than those ordered must be objected to within 3 days of receipt of the goods. Complaints and defects that only become apparent later despite immediate inspection must be made immediately after discovery, but no later than 2 weeks after receipt of the goods. If the buyer fails to make a complaint in good time, the goods shall be deemed to have been approved in terms of quality and quantity. The entrepreneur reserves the right to minor deviations of the goods or designs from the specifications in his documents. Complaints do not release the buyer from his payment obligations. If the buyer has complained about a defect or incorrect delivery in good time and the complaint is justified, the defect shall be rectified or the goods exchanged or taken back against reimbursement of the purchase price or a credit note at the discretion of the company.

The contractual partner shall not be entitled to remedy a defect himself. Complaints about the quality of unstable products that have arisen as a result of excessive or improper storage cannot be recognized. Claims for damages by the purchaser which are not based on grossly negligent or willful breach of his contractual or statutory obligations are excluded, subject to the provision in the next section. The Buyer's claims for damages due to delay or impossibility for which the Company is culpably responsible shall, except in cases of intent and gross negligence, be limited to the amount of the invoice value of the quantity of goods which the Company has not delivered or with the delivery of which we are in default. If damage has been caused by gross negligence, the Company's liability shall be limited to the damage foreseeable for it as a consequence of the breach of duty.

Liability in accordance with § I Para. I of the Product Liability Act remains unaffected by this regulation. Insofar as official regulations apply to the handling of the individual products, these must be observed by the customer. The company rejects any recourse to liability for damage caused by its customers through non-observance of protective laws (e.g. Ordinance on Hazardous Substances). This also applies in particular with regard to the observance of any industrial property rights of third parties. If damage occurs as a result of non-compliance with the company's operating or maintenance instructions or due to unsuitable or improper use, faulty assembly by the contractual partner or third parties, natural wear and tear, faulty or negligent handling, unsuitable operating materials, chemical, electrochemical or electrical influences, improper modifications or repairs carried out by the contractual partner or third parties without prior authorization by the company, liability is excluded and no claims for damages can be derived from this. The contractual partner shall not be entitled to any claims for material defects against the company in the event of modifications to the delivered item, in particular the replacement of parts or the use of consumables that do not comply with the original specification, which leads to defects in the delivered item.

The same applies to improper use, storage or incorrect commissioning as well as to cell culture products if these have been thawed and used for the first time by the end user. Unless otherwise stated in the following, further claims of the contractual partner - irrespective of the legal basis (in particular claims for damages arising from breach of contractual obligations, unauthorized action and other tortious liability and claims for reimbursement of expenses with the exception of those pursuant to § 439 para. 2 BGB) - are excluded. The exclusion of liability does not apply to cases in which liability for personal injury and property damage exists under the Product Liability Act.

To the extent permitted by law, no warranty is given for the quality, suitability or function of primary cells. In particular, the seller/supplier

does not guarantee the existence of certain properties that may be relevant for the intended use, unless such properties are expressly guaranteed in writing.

The provider excludes any liability for direct or indirect damage, consequential damage, loss of data or loss of profit, unless there is a mandatory legal claim.

Unless otherwise agreed, the following applies: Primary cells are delivered "as seen" and without any warranty. Any claims arising from defects, regardless of their legal basis (in particular warranty, rescission, reduction, compensation), are excluded to the extent permitted by law. Deviations from specifications are only relevant if they have been expressly guaranteed in writing.

For deliveries to the Company, the Supplier shall be obliged to take out liability insurance cover at its own expense. Claims under the product liability laws of other

countries can only be asserted to the extent of the insurance cover existing against these claims under the product liability insurance taken out by the Company.

Any further claims must be covered by the Company's contractual partner at its own expense.

## 12. Final Provision

Should any of these provisions be invalid, this shall not affect the validity of the other provisions; the same shall apply in the event of a loophole. In the event of a loophole, the provision that corresponds to what would have been agreed according to the meaning and purpose of this provision if the matter had been considered from the outset shall be deemed to have been agreed. This shall also apply if the ineffectiveness of a provision is

based on a standardized measure of performance or time; in such cases, a legally permissible measure of performance or time that comes as close as possible to the intended measure shall replace the agreed measure.