

**I. Scope**

- These General Terms and Conditions of Sale form an integral component of all quotations and agreements concluded with us. Divergent agreements or conflicting agreement terms on the part of the Purchaser apply only if confirmed by us in writing. These General Terms and Conditions of Sale shall also apply if we unreservedly implement delivery to the Purchaser in the knowledge of terms and conditions conflicting with or diverging from these present General Terms and Conditions of Sale.
- Our General Terms and Conditions of Sale apply exclusively to our relations with business undertakings.

**II. Placing of Orders**

- Orders may be placed with us by telephone, in writing (online order form, email, fax) and are deemed accepted by us following written confirmation or by shipment of the goods. Changes to the scope of an order require written confirmation by us and are only possible provided the order has not yet entered production.
- All products manufactured and sold by us are only to be used for the purposes defined. Orders from and deliveries to private persons are excluded.

**III. Prices and Payment Terms**

- In the absence of any provision to the contrary contained in the Order Confirmation our prices are stated "ex Works" excluding packaging and costs of shipment; these are invoiced separately.
- Invoices are due for payment net (without deduction) within 30 days from the date of the invoice.
- Should the Purchaser fall into payment arrears we shall be entitled to charge default interest of 8% over the German Bundesbank base rate. If we are in a position to demonstrate a greater loss due to default we shall be entitled to claim this if the Purchaser cannot demonstrate that no or a significantly lesser loss was incurred by us as a consequence of the said delay in payment.
- The Purchaser may only offset claims which are undisputed or legally final. He may only exercise a right of retention to the extent that his counterclaim is based on the same contractual relationship.

**IV. Delivery**

- Delivery dates or periods which are not expressly agreed as binding are exclusively unbinding statements. We shall be entitled to make part deliveries.
- Damages claims on the part of the Purchaser are valid only if on our part – or that of our auxiliary persons - there is intent or gross negligence. Damages claims based on any other liability criterion are excluded.
- Delivery is subject to the absence of unforeseen obstacles outside our control, such as for example cases of force majeure, operational interruptions etc. If any such event has a significant effect on performance of the contract in due time the delivery periods shall be extended as appropriate. We shall additionally be entitled to withdraw from the Purchaser's contract to the exclusion of any claims for damages.

**V. Transfer of Risk**

- In the absence of any provision to the contrary contained in the Order Confirmation risk of accidental destruction and accidental deterioration in the goods purchased shall transfer to the Purchaser at the point of leaving our premises.
- Delivered items shall, even if they display insignificant defects, be accepted by the Purchaser notwithstanding his rights as defined in §§ 433 BGB.

**VI. Reservation of Title**

- Up to the point of payment in full of the purchase price including all ancillary claims including payment of all other claims arising from the business relationship the goods delivered shall remain our property. Up to that point the Purchaser shall not be entitled to pledge the goods to any third party or to assign them as security. The Purchaser shall hold the goods in safekeeping on our behalf.
- In the event of processing, combination and amalgamation of the goods subject to reservation of title with other goods by the Purchaser we shall acquire joint title to the new item in the ratio of the invoiced value of the goods subject to reservation of title to the resultant overall item. Joint rights of

title thus ensuing shall be deemed goods subject to reservation of title as defined in Clause 1 above.

- The Purchaser shall be entitled to sell the goods subject to reservation of title in the normal course of business provided he is not in payment arrears in respect of our sale price claims.
- The Purchaser hereby assigns to us at this point in time all claims against third parties accruing to him from resale of the goods subject to reservation of title. If the goods subject to reservation of title are sold following processing, combination or amalgamation, assignment of claims arising from resale shall apply only up to the level of the value of the goods subject to reservation of title invoiced by the Vendor. This shall also apply if the goods subject to reservation of title are resold together with other goods which similarly are not the property of the Vendor.
- The Purchaser is also authorized, following assignment to collect the claim. We may restrict the said collection authorization in our own justified interests and on significant grounds, in particular in the event of payment arrears, revoke it. We may demand that the Purchaser shall disclose claims assigned to him and the debtors in respect of the latter including all information required for collection, surrenders to us all associated documentation and discloses assignment to his debtor.
- We hereby undertake to release at our discretion securities due to us under the terms of the above provisions at the request of the Purchaser to the extent that their realizable value exceeds the claim secured by 20% or more.
- The Purchaser declares at this point however that the persons authorized with assignment of the goods subject to reservation of title may enter or inspect the property or the premises in which the items are situated for that purpose.
- The Purchaser shall notify us immediately regarding any confiscation, compulsory enforcement or other third party interference adversely affecting our rights of title. The Purchaser shall bear the costs of steps to remedy any third party interference, in particular any intervention procedures.

**VII. Guarantee**

- The Purchaser's rights under the guarantee assume that the latter has properly met his duties of inspection and obligation to complain pursuant to § 377 HGB. The Purchaser shall check immediately whether the contractual goods supplied are in the condition contractually agreed. If this check is omitted, not conducted to the extent necessary or if recognizable defects are not notified to us immediately the contractual goods shall be deemed approved with regard to any such defects. Complaints shall be raised in writing indicating the dates of the order and invoice and dispatch note numbers of the goods the subject of complaint. Examination of the goods the subject of complaint by us or an authorized expert must be facilitated. We are not obliged to return the subject of the order returned to us or to arrange for storage thereof in the absence of our prior approval. In particular the Purchaser undertakes in the event that the subject of the order is delivered in a dry ice package, to check immediately on receipt of the goods whether cooling of the subject of the order is still guaranteed. If the Purchaser ascertains that cooling is no longer guaranteed, he shall consult with us regarding arrangement of modalities (method of return etc.) prior to returning the goods.
- If there is any defect in the subject of the order for which we are responsible we shall be entitled to rectify the defect or supply a replacement at our discretion.
- If we are neither prepared nor in a position to rectify the defect/supply replacement, in particular if this is delayed beyond appropriate periods on grounds for which we are not responsible or if rectification should fail for any other reason the Purchaser shall be entitled at his own discretion to withdraw from the contract or to require an appropriate reduction in price.
- In the absence of provision to the contrary below all further Purchaser claims - irrespective of legal grounds on which based - are excluded. Consequently we are not liable for damages not occurring on the actual item delivered; in particular we accept no liability for lost profit or other pecuniary loss on the part of the Purchaser.
- Claims for supplementary performance, damages compensation and replacement use shall be time-barred one year from the point of delivered of the item purchased.

- If our handling instructions are not followed or if the storage and/or transportation stipulations indicated by use are not observed, if modifications to the products are undertaken or if the products are mixed or diluted with chemicals all guarantees shall be invalidated unless the Purchaser can prove beyond doubt that none of the said circumstances has given rise to the defect.

**VIII. Liability**

- We shall be liable for damages only if the cause of the said damage is the result of intent or gross negligence. If we have negligently infringed any cardinal obligation we shall be liable for compensation of damages foreseeable at the point of concluding the contract.
- We and the Purchaser are agreed that foreseeable damages at the point of concluding the contract are under any circumstances greater than the value of the order.
- If liability is excluded or limited this shall apply also in respect of the personal liability on the part of our staff, employees, associates, representatives and vicarious agents.

**IX. Third Party License Rights**

- We guarantee within our area of responsibility of biotechnological manufacture compliance with and observance of patents and licenses utilized in the course of these basic materials.
- On the other hand the Purchaser alone is responsible for observance of any patent or license rights in respect of diagnostic end products resulting from subsequent processing. Damages claims of any description against us resulting on the basis of patent or licensing infringements by the diagnostic end product are accordingly excluded.

**X. Written Form**

Agreements, amendments or supplements differing from these General Terms and Conditions of Sale must be in writing. The written form requirement cannot be invalidated by verbal agreements.

**XI. Data Archiving and Confidentiality**

- The Purchaser hereby declares himself in agreement that data received as a result of the contractual relationship and services provided by us may be archived.
- We hereby undertake to maintain the strictest confidentiality regarding all orders awarded.

**XII. Legal Venue and Applicability of German Law**

- Place of performance of reciprocal obligations arising from this contractual relationship shall be Freiburg in Breisgau. If the Purchaser is a registered trader or public law legal person, mutual venue for all legal disputes in respect of legal documentation, exchange of checks and bills is agreed as Freiburg in Breisgau. We are also entitled however to select the registered place of business of the Purchaser as the legal venue.

In respect of the legal relationship between us and the Purchaser the laws of the Federal Republic of Germany shall apply. The CISG United Nations Convention on Contracts for the International Sale of Goods as of April 11, 1980 is expressly excluded