

# General Terms of Sale and Delivery

## § 1 General – Scope

- (1) Our Terms of Sale and Delivery shall apply exclusively to all quotations, and contracts for the delivery of goods and services ("Products") by STRATEC Molecular GmbH (hereinafter referred to as the "Seller"). We do not admit regulations on the contrary or terms differing from our Terms of Sale and Delivery, unless we have expressly agreed to their validity in writing. Our Terms of Sale and Delivery do also apply if we execute the delivery to Buyer unreserved although we know about regulations on the contrary or terms of the Buyer differing from our Terms of Sale and Delivery.
- (2) Our Terms of Sale and Delivery do only apply to entrepreneurs in terms of § 310 Para. 1 German Civil Code.
- (3) Our Terms of Sale and Delivery do also apply for all future businesses with the Buyer.
- (4) STRATEC Molecular GmbH retains the right to change these General Terms of Sale and Delivery at any time.

## § 2 Offer – Offering Documents

- (1) If the order can be qualified as offer in accordance with § 145 German Civil Code, Seller either confirms the order in writing within 3 (three) business days or by delivery of the Products.
- (2) Seller shall retain full title and copyright of illustrations, drawings, costing and other documents. This shall also apply for such written documents, which are marked as being "confidential". For the transfer to any third party, the Buyer requires our express written agreement.

## § 3 Delivery, acceptance

- (1) Products will be delivered Ex Works or if agreed upon differently in accordance with the INCOTERMS 2010, unless not specified differently in the order acknowledgment or herein.
- (2) Ordering/ delivery of unchilled goods  
Orders for unchilled goods valued above € 250 are delivered free inside Germany. A shipping fee of € 30 will be charged for orders with a net value up to € 250. Transportation charges will be invoiced to Buyer for all deliveries outside of Germany. Seller will use its best efforts to consider Buyer's requests regarding choice of transport carrier. Should the Buyer have its own account with transport carrier, Seller will use this account if notified at the time of order. For order values below € 500 an additional handling fee of € 50 will be charged to Buyer outside of Germany. Independent of the value goods, a handling fee of € 50 will be charged to the Buyer in case the delivery shall be include hazardous good and delivered within Germany.
- (3) Ordering/ delivery of chilled goods  
Inside Germany chilled goods are delivered only from Monday through Thursday. A shipping fee of € 30 will be charged for the delivery of chilled goods with a net value up to € 250. Outside of Germany transportation charges will be invoiced to Buyer for all deliveries. For order values below € 500 an additional handling fee of € 50 will be charged to Buyer outside of Germany.
- (4) At Buyer's option Seller will cover the delivery with transportation insurance; Buyer shall bear the arising costs and expenses.
- (5) Buyer shall inspect all Products immediately upon receipt thereof and shall notify Seller in writing of any latent defects without undue delay, in case of hidden defects with immediate effect upon discovery thereof.

## § 4 Prices and Payment

- (1) Prices will be calculated according to the pricing list effective at the time of the delivery date and are exclusive of Value added Tax. All payments shall be in Euro (€). Seller does not grant discounts.
- (2) Seller's invoices are payable and due 30 days upon issuance of the invoice.
- (3) Seller retains full right to change its prices if cost reductions or increases occur after the conclusion of the contract, especially as a result of labour agreements of material price changes. For those, Seller will provide evidence to the Buyer upon request.
- (4) Buyer shall have the right to set off only if the underlying counterclaims have been conclusively determined by a court, are indisputable or were expressly acknowledged by Seller. Furthermore, Seller is entitled to exercise the right to set off insofar as Seller's counterclaim is based on the same contractual relationship.
- (5) In the event of late payment, Buyer shall pay an interest rate of 8 % above the respective Basis Interest Rate.

## § 5 Delivery Period

- (1) Buyer acknowledges that shipment dates provided by Seller are only estimates. In the event of delays in delivery due to interruption of operation, official order or via major, company shutdowns, labor disputes, or other impediments which are outside the Seller's responsibility which affect the Seller or its suppliers, the date of shipment shall be extended for a period equal to the time lost as a consequence of the delay in delivery without subjecting Seller to any liability or penalty. In this case, claims for damages by the Buyer are excluded.
- (2) The Seller shall be entitled to fulfil partial delivery as far as this does not fall below a reasonable minimum. The Buyer is obligated to examine the delivery receipt. Any objection shall be immediately filed in writing, otherwise the receipted quantity delivered is considered to be accepted.
- (3) Seller's business hours are on weekdays from 8:00 am to 5:00 pm Central European Time. Outside normal working hours the Buyer can order per fax (+49 (0)30-9489-3795/2909) and per e-mail (orders.kits@stratec.com). For stock products: orders are shipped within 24 hours. Shipment times apply for orders inside the Federal Republic of Germany.
- (4) There is no minimum order value for orders placed directly with Seller.
- (5) If Buyer is in default of acceptance or if Buyer culpably breaches other duties to cooperate, Seller is entitled to claim any and all damages arising out of or resulting from such default or breach, including, but not limited to, possible additional expenditures. The right for further claims is reserved.
- (6) If the requirements of § 5 are met, the risk of accidental break-up or accidental degradation of the Product is transferred to Buyer at the moment the Buyer got into default of acceptance.

## § 6 Warranties and Warranty Period

- (1) Claims of Buyer due to defects require that he has properly fulfilled its due duties to inspection and objection in accordance with §§ 377 et seqq. German Commercial Code.
- (2) If Product is defective, Buyer shall promptly notify Seller in writing of such defect and Seller shall, at its expense and option, either (i) repair the Product or (ii) replace the Product. In case of repair of defects Seller shall bear all expenses for the purpose of repairing the defects, especially transport, work and material expenses as far as those are not increased by the fact that the Product has to be placed at another place than the place of delivery. Title and risk of loss to any Product returned to Seller for repair or replacement shall pass to Seller upon carrier's receipt of the Product.
- (3) If Seller fails to either repair the defective Product or deliver a new Product pursuant to § 6 (2), Buyer is authorised to i) withdraw from the contract and/or ii) abate the price of the Product.
- (4) The statute of limitation for claims and rights due to defects is one year.

## § 7 Liability

In case of wilful misconduct or gross negligence on Seller's part or by Seller's agents or assistants in performance Seller is liable according to the provisions of applicable law; the same applies in case of breach of fundamental contract obligations.

- (1) To the extent the breach of contract is unintentionally Seller's liability for damages shall be limited to the typically predictable damage.
- (2) Seller's liability for culpable damage to life, body or health as well as the liability under the Product Liability Act shall remain unaffected.
- (3) Any other liability not expressly provided herein shall be disclaimed and excluded.

## § 8 Retention of Title

- (1) Seller shall retain the ownership and title of the Products until Buyer has paid any and all account receivables and discharged all claims arising from the business relationship. If Buyer is in breach of the contract, in particular in delay with its payment obligations, Seller is entitled to claim for surrender of the Products. Any such claim for surrender shall not be considered as a rescission of this contract; Seller shall be entitled to reserve the right to rescind. However, any distraint with regard to the Products shall always be considered as a rescission of this contract. Upon repossession of the Product Seller is entitled to utilise them; the utilisation proceedings shall be credited against the commitments of the Buyer – reasonable utilisation expenses to be deducted.
- (2) Buyer is obliged to handle the Products with care; especially, Buyer is obliged to insure the Products at its own costs against damage by fire, water and theft adequately for the reinstatement value. As far as maintenance and inspection works are required, the Buyer shall carry them out at its own expenses in due time.
- (3) In case of enforcement proceedings and other interventions of third parties, Buyer shall inform Seller promptly in writing, subject to Seller's right file a suit in accordance with § 771 ZPO (German Civil Process Order). As far as the third party is not able to reimburse the juridical and extra juridical expenses of a suit in accordance with § 771 ZPO, Buyer is liable for the incidental loss.

## § 9 Application Area and Licenses

Seller's application-technological guidance in written and spoken form as well as in testing is based on the best of knowledge, however is valid as a non-binding reference note, also relating to possible trade mark rights of third parties, and do not liberate the Buyer from its own testing and if necessary validation of the delivered goods from the Seller for their applicability in the intended procedures and purposes. Application, usage and handling of the Products are carried out outside the controlling possibilities of Seller and are therefore Buyer's responsibility. The enclosed product descriptions, safety instructions and recommendations as well as products inserts shall be considered. Any unauthorized modification of the described purpose and/or change of the product itself or of the information material occurs at Buyer's risk. Seller's products are designed for use in scientific research unless indicated otherwise. Any use of the Seller's products for human medical treatment, for diagnostic purposes, or as pharmaceuticals shall only be permitted if such application is allowed pursuant to the statutory regulations applicable both to the Buyer and the user and, insofar as necessary, also an approval of the competent authority has been granted. In addition, such application of Seller's products shall require the prior written consent of the Seller. Explicit instructions for use stated on the package (e.g. "in vitro Diagnosticum") shall be deemed to be written approval of Seller; such shall not, however, replace any governmental approvals which are necessary in the user's country.

## § 10 Jurisdiction – Place of Performance

- (1) This contract shall be governed by the laws of the Federal Republic of Germany, excluding the Convention on Contracts for the International Sale of Goods and the principles of law rules thereof.
- (2) Place of performance and exclusive place of jurisdiction for all disputes arising out of or in connection with this contract shall be Berlin.