

General Terms and Conditions Applicability

These General Terms and Conditions shall be the only basis upon which we shall make all of our legal transactions, deliveries, other services, and offers. The client expressly agrees that we now object to any and all deviant clauses in an order or other client business documents. We will not accept any deviating terms from the client, and they will only be applicable if we confirm them in writing, even if we do not specifically object to them again in a particular instance. As a framework agreement, these General Terms and Conditions will also be applicable to all subsequent legal transactions with the client.

Contracts can only be completed by our written order acknowledgment or by an act of performance (such as the delivery or shipping of the products) that we have undertaken. Even if they are reached later, all further agreements and side agreements won't take effect unless we confirm them in writing. We do not allow our employees to sign documents on our behalf unless we have given them particular powers of attorney that have been revealed to the client.

Specifically, employees are not permitted to offer guarantees or warranties or to give advice on how to store, use, or apply our products. If such information has been verified in writing, then we will only be required to fulfill those obligations.

When the Seller verifies, accepts, or starts to fulfill the Purchaser's order, the Agreement between the Seller and Purchaser is established. Without the seller's express written authorization, the purchaser cannot modify or cancel the agreement. Purchaser may be required to recompense Seller for certain expenses if the transaction is modified or cancelled.

Delivery and Performance

The seller's stated delivery dates are not contractually binding, and there is no time limit on delivery. The seller disclaims all responsibility for any shipping delays, losses, or damage.

Products are supplied using Seller's usual packaging and shipping methods, for which costs may apply unless otherwise agreed in writing. Delivery of the Products shall be made CPT (Carriage Paid To) Purchaser's Ship-To Address unless otherwise specified on an Order Confirmation or agreed upon in writing by the parties. Title to the Products (apart from any Software) passes to the Purchaser upon delivery at the destination, and freight charges must be paid for by Seller and included in its invoice to the Purchaser. Seller may, at its sole option, send some products in part and provide an invoice right away. Whether a shipment completes or partially fulfills the buyer's purchase, the buyer is still responsible for paying for the units that are despatched.

Seller retains the right, with regard to specific Products, to (a) demand the purchase of entire lots; and (b) distribute supply, among any or all customers (including Seller's affiliates and distributors), at its sole discretion, without liability for any performance failure that may arise

The location of the Services will be decided by the Seller. When services are provided at the seller's location or a third-party location that the seller has approved, the buyer is in charge of all shipping and transit expenses, including any necessary insurance. In the event that services are rendered at the buyer's location or another location that the buyer controls, the buyer must: (a) assist the seller

in all matters pertaining to the delivery of services; (b) provide any requested materials, directions, information, approvals, authorizations, or decisions (collectively, "Information"); and (c) guarantee that such information is materially complete and accurate..

Right to return goods

The client is not allowed to return items unless it has been specifically agreed upon in writing.

If the client has the option to return the items, it is responsible for covering the return shipping charges.

If goods are returned to us without our prior consent, we reserve the right, at our sole discretion, to determine whether to store the goods in our warehouse for a fee equal to 10% of the invoice price, return the goods to the customer at the customer's expense, or store the goods with third parties on the customer's account. We reserve the right to claim further rights.

Terms of payment

Subject to certain specific agreements, our bills, including partial invoices, must be paid in full within 30 days of the date of issuance, with no deductions allowed (especially no cash discounts). Cheques or bills of exchange will only be accepted with a separate arrangement. We have the right to apply incoming funds to various accounts receivable at our sole discretion. We retain the right to request advance payments on the order value from both new customers and projects requiring a large amount of pre-financing.

We will be released from any further duties to perform or deliver in the event that the client defaults on payment. We will also be allowed to keep any unfulfilled supplies or services, as well as to demand advance payments and/or security. Furthermore, regardless of fault, the client will be required to pay 1% monthly default interest, and we have the right to collect extra interest in the amount that is usual. The Federal Ministry for Economics and Labor's regulation on the maximum rates that collection agencies are permitted to charge indicates that the customer shall reimburse us for the dunning charges and collecting charges incurred by us. In particular, the customer agrees to reimburse no more than the fees for the instructed collection agent. Payments cannot be withheld from the consumer. The customer's counterclaims may only be offset against our claims if they were determined by a court in a way that makes them unappealable or if we have recognized them.

When it comes to export transactions, the client is solely responsible for paying for the acquisition and upkeep of any import, customs, and other related permissions. We provide no guarantees or warranties of any kind about the importability of the acquired products. Additionally, the client must return to us the original copies of all export and customs paperwork; if not, the customer will be responsible for paying the applicable value-added tax. Furthermore, in the event of international shipments, we reserve the right to initiate the creation of an irreversible documentary line of credit with a bank of our choosing. This letter of credit may be drawn upon the delivery of the shipping documentation or forwarding proof of receipt, which is a requirement for our shipment.

All accounts receivable will become immediately due for payment if, after the contract is concluded, the customer's financial status materially deteriorates or if events arise that, in our

judgement, are suitable to diminish the customer's creditworthiness. If so, further deliveries will only be made in exchange for an upfront payment.

The customer's rights to use the goods

By buying our products, the buyer will obtain a non-exclusive, non-transferable right to use the products for the intended purpose; specifically, the buyer must abide by any usage restrictions listed in our product lists, catalogues, labels, signs, or other information carriers.

Our products are made specifically for in vitro laboratory testing. The products are not suitable for other uses, such as in vitro diagnostic methods, ex vivo and in vivo treatment methods, for use in foodstuffs, drugs, or cosmetics of any kind, for consumption by, use in, or administration to humans or animals, unless specifically stated in our catalogues, on the label, or in the product information enclosed with the goods.

Warranty

Defects must be reported in writing as soon as the customer receives the shipment, but no later than seven days after delivery and before any processing; otherwise, all warranty claims, damage claims, and avoidance claims due to errors will be rejected. Defect notices do not, however, give the customer the right to withhold payment of the full invoice amount or any portion of it.

The warranty term for problems that were not visible during delivery inspection will be six months from the date of delivery and will not be renewed or stopped by attempts at rectification. This guarantee will also cover partial deliveries. These defects must be reported in writing within seven days of the defect being discovered; otherwise, warranty claims, damages claims, and/or claims for avoidance due to error are excluded. Defect notices do not, however, give rise to the right to withhold payment of the whole invoice amount or just a portion of it.

We will only assume warranty obligations for items we purchased from our upstream suppliers as long as they fall under the purview of our warranty claims against the supplier. We only guarantee that the things we deliver have the characteristics that are typically associated with them in the marketplace. Specifically, the customer is responsible for ensuring that the items are appropriate for the intended use, and we are under no obligation to inspect or issue warnings regarding this matter. We will only guarantee the aforementioned qualities; in particular, we won't guarantee qualities mentioned in public statements like advertisements or information included with the products, unless we specifically promised such qualities in writing when the order was placed.

Compliance with Laws

The buyer has to comply with all relevant laws, rules, and ordinances, such as those concerning export control, food, cosmetic, and pharmaceutical preparations, electrical or electronic waste, introduction, production, and use of chemicals, and bribery and corruption. All necessary licenses, permissions, authorizations, consents, and permits must be kept up to date and maintained by the purchaser. When purchasing Products under this agreement, the Purchaser shall abide by all applicable export and import laws and bear all liability for any shipments subject to such laws. If

a governmental body places anti-dumping or countervailing duties, or any other penalties, on the Products, Seller may end the Agreement or halt delivery.

Confidential Information

All non-public, proprietary, and confidential information—including but not limited to drawings, specifications, documents, data, business operations, customer lists, pricing, discounts, samples, patterns, designs, plans, and rebates that Seller discloses to Purchaser is confidential and may not be disclosed or used for its own purposes by Purchaser, even if it is labeled, designated, or otherwise identified as "confidential." This includes filing any patent applications that disclose or are based on such confidential information unless the Seller grants the Purchaser prior written authorization. All documents and other materials acquired from Seller must be promptly returned or destroyed by Purchaser upon request.

Storage of printed works, data, etc.

Unless a special agreement has been reached with the customer to that effect, we shall not be required to store printed works, printing forms, montages, data carriers including data stored thereon, films, papers, etc. after the order is executed; in that case, the customer shall bear costs and risk of storage. If the consumer does not pay the charges imposed there to within four weeks, the agreed-upon responsibility to maintain such products will also expire.

We shall not be liable for damage that has occurred to the items and/or data even though reasonable care was taken during storage if temporary storage on the company's premises has been agreed upon. We won't be obliged to purchase insurance to protect against risks to the products or stored data.

Miscellaneous

The parties to the contract agree not to disclose to third parties any information about the terms of the agreement or private technical or commercial information without the other party's prior written authorization.