General Terms and Conditions of

AMODIA Bioservice GmbH

- Revision March 2024 -

1 Relevant terms and conditions and scope of application

1.1 Our General Terms and Conditions shall apply to all offers and contracts that commit us to any form of supply (including work and services etc.) in the course of business with companies and legal entities under public law or a public-law special fund ("Sondervermögen") - hereinafter referred to as Customer. On placing its order, the Customer acknowledges the following terms and conditions.

1.2 Our General Terms and Conditions shall apply exclusively. Deviating, conflicting or supplementary general terms and conditions of the customer shall only become part of the contract if and to the extent that we have explicitly agreed to their validity. This requirement for agreement shall apply in any case, including, for example, if we unconditionally supply goods or services to the Customer without reservation in the knowledge of the Customer's General Terms and Conditions.

1.3 Unless otherwise agreed, our General Terms and Conditions shall apply in the version efective at the time of the Customer's order or in any case in the version most recently communicated to the Customer in text form as a framework agreement, including for future contracts of a similar type, with no requirement for us to refer to them in each individual case.

2 Offers, conclusion of contract and cancellation

2.1 The offers contained in our catalogs, brochures, other sales documents and on the Internet shall always be non-binding and subject to change without notice; in other words, they should only to be understood as an invitation to purchase, unless they are expressly designated as binding. Every contract requires our written order confirmation. Our information, recommendations and advice do not extempt the Customer from its responsibility to carefully check the suitability of our products for the Customer's envisaged purposes. Existing laws and regulations must be complied with in any event. This shall also apply with regard to any third-party industrial property rights. The ordering of the goods by the Customer shall be deemed to constitute a binding offer to enter a contract. Unless otherwise stated in the order, we shall be entitled to accept this offer of a contract within two weeks by sending a written acknowledgment or by executing the contractual service within the same period.

2.2 Any individual agreements concluded with the Customer (including ancillary agreements, supplements and amendments) shall in any case take precedence over these General Terms and Conditions. The content of such agreements is dependent on a written contract and our written acknowledgment unless there is proof to the contrary.

2.3 Our employees and sales representatives are not authorized to oral side agreements (especially assurances) that are beyond the scope of the written contract. The aforementioned regulations shall not apply to oral declarations by the management or persons with unrestricted authorisations from us.

2.4 We reserve the right to make minor/insignificant deviations in the goods/services from the details stated in our catalogues or offers, provided that the changes or deviations are reasonable for the Customer in consideration of our interests. In this respect, information on dimensions, weight, quality, performance, etc. as well as illustrations and other technical information in catalogues, advertising material, etc. are not binding.

2.5 We reserve the right to set a minimum order value. For orders below this value limit, we are entitled to charge a handling fee.

2.6 We reserve the right to obtain a credit check for new customers or if an order limit specified by us is exceeded. A credit check may affect the payment terms offered to you in connection with orders placed by you.

2.7 When we declare our agreement to a customer request for the cancellation of an order, without the existence of a defect or error in delivery on our part, we are entitled to charge the customer for all costs/damages incurred by us as a result of the cancellation (e.g. with regard to our suppliers) incl. compensation for lost profits. We are furthermore entitled to charge a processing fee to the amount of 15 % of the value of the goods; however, at least EUR 30.00 plus VAT. Goods delivered by us will only be accepted by us for return in faultless condition and carriage paid.

2.8 If the customer withdraws from a placed order without justification, we may, without prejudice to the possibility of claiming higher actual damages, demand 20% of the agreed remuneration for the costs incurred in processing the order and for the loss of profit. The customer reserves the right to provide evidence of lower damages.

3 Performance schedules, partial deliveries and delay

3.1 Our performance obligations are subject to correct and timely supply of goods and materials to ourselves by our suppliers, unless we are responsible, with intent or gross negligence, for incorrect or late supply of goods and materials to ourselves.

3.2 To the extent that a delivery period has not been designated on our part as being binding, it shall only be deemed agreed as approximate. The delivery deadline shall be deemed to have been met if readiness for dispatch has been notified or the object of performance has left the laboratory by the time it expires. It shall be extended by the time that elapses between the date of conclusion of the contract or the dispatch of the order confirmation or the arrival of the sample(s) and the date of clarification of all technical and other details of the order and the provision of any necessary documents, as well as by periods in which the customer is in default with the fulfillment of other contractual obligations (e.g. agreed-upon advance payments).

3.3 We shall be entitled to make partial deliveries and render partial services insofar as they are not unreasonable for the Customer and do not result in any disadvantages for use.

3.4 A performance or delivery period shall be suitably extended - even within a delay - in the event of force majeure and all unforeseen obstacles occurring after conclusion of the contract for which we are not responsible (in particular, also operational disruptions, strikes, lockouts or disruption of transport routes), insofar as such obstacles have a significant influence on the intended performance or delivery. This shall also apply if such circumstances occur at our suppliers or subcontractors. We shall inform the Customer of the beginning and end of such obstacles as soon as possible. The Customer may demand a declaration from us as to whether we wish to withdraw from the contract or deliver within a reasonable period of time. If we do not declare our intention immediately, the Customer may withdraw from the contract. In such a case, claims to damages shall be ruled out.

3.5 With regard to timely deliveries, we shall only be liable for our own fault and that of our vicarious agents. We shall not be responsible for delays in delivery by our suppliers. However, we undertake to assign any claims for compensation against the upstream supplier to the customer.

4 Scope of services

4.1 The scope of performance shall be determined by our written order confirmation. We reserve the right to make changes in design or form which are due to improvements in technology or to legal requirements during the delivery period, provided that the delivery item is not significantly changed, the changes are reasonable for the customer and there are no disadvantages for use.

4.2 If an analysis of samples is owed, the scope of performance is limited to the indication of the analysis result. Information, descriptions and conclusions derived from the analysis are not owed and, if they are given, are not binding.

5 Packaging, shipping, acceptance and transfer of risk

5.1 Packaging material shall become the property of the customer and shall be invoiced by us.

5.2 Postage, transportation costs and packaging expenses shall be invoiced separately. Shipping route and means are at our discretion. Additional costs caused by special shipping requests of the Customer, e.g. insurance, shall be charged to the Customer.

5.3 The Customer is obliged to accept the object of performance within 14 days of receipt of the notification of readiness, unless he is temporarily hindered from accepting through no fault of his own. If the Customer remains in arrears with acceptance for more than 14 days from receipt of the notification of readiness for delivery due to intent or gross negligence, we shall be entitled, after setting a further period of 14 days, to withdraw from the contract or to claim damages for non-performance. The setting of a grace period is not required if the customer seriously and finally refuses acceptance or is obviously unable to pay the purchase price within this period.

5.4 Unless otherwise agreed, handover shall take place at the place of performance, the registered office of our company in Braunschweig. The risk shall pass to the Customer when the goods are handed over to the carrier. This also applies to partial and prepaid deliveries. In the case of delivery by our own vehicles, the risk shall pass to the customer at the latest when the goods leave our warehouse.

5.5 If dispatch or an agreed collection is delayed at the request of the Customer, the goods shall be stored at the Customer's expense and risk. In this case, notification of readiness for dispatch shall be deemed equivalent to dispatch. The invoice for the goods shall become due immediately upon storage.

5.6 If the Customer declares that he will not accept the subject of performance, the risk of accidental loss or accidental deterioration of the subject of performance shall pass to the Ccustomer at the time of refusal.

6 Prices, price changes and payment terms

6.1 Unless another currency is specified, prices are quoted in EURO. The prices agreed on the day of the order shall apply ex place of fulfillment plus packaging, freight/shipping costs, logistics rate as well as flat rate according to section 2.5 and the applicable value added tax. If the delivery or service is to take place more than 3 months after conclusion of the contract, we reserve the right to increase our prices in accordance with our then valid price list or to the extent that cost increases have occurred since conclusion of the contract.

6.2 Price changes are permissible if there are more than 4 months between the conclusion of the contract and the agreed performance dates. If wages, material costs or market cost prices increase thereafter until completion of the delivery, we shall be entitled to increase the price appropriately in line with the cost increases. The Customer is only entitled to withdraw from the contract if the price increase significantly exceeds the increase in the general cost of living between the order and delivery. If Customer is a merchant, a legal entity under public law or a special fund under public law, price changes in accordance with the aforementioned provisions are permissible if there are more than 6 weeks between the conclusion of the contract and the agreed delivery dates.

6.3 We shall be entitled to demand advance payments if we have provided partial services in accordance with Clause 3.3 or if the Customer has delayed our performance without Clause 5.5 coming into effect.

6.4 Our invoices may be issued and transmitted electronically in accordance with Section 14 (1) of the German Turnover Tax Act (UStG) (Section 14.4 (1) sentence 3 of the German VAT Application Decree (UstAE)) and Article 5 of the German Tax Simplification Act 2011 of November 1, 2011 (German Federal Law Gazette (BGBl.) I p. 2131). The Customer agrees to the electronic sending and receipt of invoices and shall provide us with a up-to-date e-mail address to which the electronic invoices can be sent. If the Customer orders by e-mail or in our online shop, the e-mail address used in that context shall be deemed to be the dispatch address for the electronic invoices, unless the customer expressly informs us of another valid e-mail address when placing the order. An electronic invoice shall be deemed to have been delivered when it is sent to the e-mail address used or communicated, unless we receive notification of non-delivery. The Customer shall inform us in good time of any change to its e-mail address for sending invoices.

6.5 Unless otherwise agreed, the remuneration for our deliveries and services as well as the fees for ancillary services shall be due for payment upon delivery of the object of performance. They shall be payable within 20 days of invoicing without deduction, and the customer shall be in default 30 days after receipt of the invoice or receipt of the service in accordance with Section 286 (3) German Civil Code (BGB). If circumstances become known after conclusion of the contract which lead us to conclude, based on the necessary commercial criteria, that the payment of the purchase price in accordance with the contract is put into question by the Customer's lack of performance or desire to provide such (e.g. delays in payment for other deliveries from us or third parties), we are entitled to demand, setting an appropriate deadline, that the Customer choose between a pay-as-paid solution, advance payment or sureties. Advance payment is due immediately.

6.6 Any deduction of a discount shall require specific agreements. Payments shall always be used to settle the oldest debt items due plus any default interest and other ancillary costs incurred. Assured discounts shall not be granted if the Customer is in arrears with the payment of earlier deliveries.

6.7 Default interest shall be charged at 9 percentage points p.a. above the base interest rate (Section 247 of the German Civil Code (BGB)), unless we incur higher damages.

6.8 The assertion of rights of retention and offsetting by the Customer due to disputed or not legally established counterclaims is not permitted. In the event of defects in the delivery, the customer's counter-rights shall remain unaffected, in particular in accordance with Clause 9.

6.9 We may accept a bank guarantee to satisfy the agreed provision of security.

7 Retention of title and right of retention

7.1 We reserve title to the goods until the purchase price or compensation for work has been paid in full. In the case of goods which the Customer (including the Customer ordering the work) purchases from us in the context of an ongoing business relationship, we shall retain title until all our claims arising from the business relationship, including future claims arising from contracts concluded at the same time or at a later date, have been settled. This shall also apply if individual or all claims have been included by us in a current invoice and the balance has been struck and accepted. If the Customer defaults on payment, we shall be entitled to take back the goods after issuing a reminder and the Customer shall be obliged to return them.

7.2 If the conditional goods are combined with other goods by the Customer, we shall be entitled to co-ownership of the new item in the ratio of the invoice value of the conditional goods to the invoice value of the other goods and the processing value. If our ownership expires due to combination, mixing or processing, the Customer shall transfer to us the ownership rights to the new item to which he is entitled at the time of conclusion of the contract to the extent of the invoice value of the goods subject to retention of title and shall store them for us free of charge. The property rights arising hereafter shall be deemed to be conditional goods within the meaning of Section 7.1

7.3 The Customer may only sell the goods subject to retention of title in the ordinary course of business at his normal terms and conditions and as long as he is not in default, provided that the claims arising from the resale are transferred to us in accordance with the following sections 7.4 to 7.5. He shall not be entitled to dispose of the conditional goods in any other way. Installation of the goods in a building shall also be deemed to be a resale.

7.4 The Customer's claims arising from the resale of the goods in which title is retained shall be assigned to us. They shall serve as security to the same extent as the goods that are subject to retention of title. If these goods are resold by the Customer together with other goods not supplied by us, the claim arising from the resale shall be assigned in the ratio of the invoice value of our goods to that of the other goods sold. If goods to which we have co-ownership shares are resold pursuant to clause 7.2, a proportion corresponding to our co-ownership share shall be assigned to us.

7.5 The Customer shall be entitled to collect claims arising from the resale unless we rescind its authorisation to collect monies after the onset of payment arrears or in the scenario described in clause 6.4 sentence 2. Upon our request, the Customer shall be obliged to immediately notify its customers of the assignment to us unless we do this ourselves and to provide us with the specific information and documentation required for collection of the claim (basis and value of the claim, name and address of the debtor, etc.). The Customer shall not be entitled to further assign the claim unless this involves assignment by means of genuine factoring. In this case, we must be notified in advance of the name of the factoring bank and the Customer's accounts held there, and it must be agreed with the factoring bank that the value of our secured claim shall be transferred on to us immediately upon the crediting of the proceeds from factoring. This assumes that the proceeds from the factoring exceed the value of our secured claim and is credited to an account that is not subject to secured claims from other parties.

7.6. Where reference is made to the value of the goods in which title is retained, this shall be based on our invoiced amount (invoice value). We undertake to release, upon the Customer's request, the securities accruing to us to the extent that their realisable value exceeds the claims to be secured by 10%; the choice of the securities to be released in this context shall be at our discretion.

7.7 The buyer shall inform us immediately of any interventions by third parties against the conditional goods and the assigned claims.

7.8 The Customer must handle the goods in which title is retained with care and adequately insure them for their as-new value.

7.9 The assertion of retention of title and the seizure of the delivery items by us do not constitute withdrawal from the contract unless the provisions of the German Consumer Credit Act apply and this is expressly declared by us in writing.

7.10 If the customer has not paid invoices for analyses of samples carried out by the due date, we have the right to refuse performance. Analysis results from additional samples ordered by the customer can be withheld until the outstanding analysis invoices have been paid.

8. Warranty and consequences of defects, notification and liability

8.2 Wir sind von der Verpflichtung zur Leistung befreit, wenn die Gründe, die zur Nichtleistung führten, nicht von uns zu vertreten sind. Dies gilt insbesondere für den Fall höherer Gewalt, wozu auch Streikfolgen gehören. Schadenersatzansprüche des Kunden sind in einem solchen Fall ausgeschlossen.

8.1 We only assume liability for defects in the service items in cases of intent or gross negligence. Moreover, liability is excluded.

8.2 We are released from the obligation to perform if we are not responsible for the reasons that led to non-performance. This applies in particular in the event of force majeure, which also includes the consequences of strikes. Claims for damages from the Customer are excluded in such a case.

8.3 The Customer's rights in respect of material defects and defects in title (including incorrect and short delivery and incorrect assembly/installation or inadequate assembly/installation instructions) shall be governed by statutory provisions unless specified otherwise below. The special legal provisions regarding ultimate delivery of the unprocessed goods to a consumer shall in all cases be unaffected, even if the consumer has subjected them to further processing (recourse against suppliers pursuant to sections 478 et seq. of the German Civil Code (BGB)). Claims based on recourse against suppliers shall be excluded if the defective goods have been subject to further processing by the Customer or another contractor, for example by means of combination with another product.

8.4 We are only liable for defects, shortages and incorrect deliveries in the services we provide if the Customer immediately inspects the received service/goods for quantity and quality and notifies us in writing of obvious defects, shortages and incorrect deliveries at the latest within 7 days of receipt of the delivery item, or in any case before processing or installation. Further obligations regarding commercial purchases in accordance with Sections 377 and 378 of the German Commercial Code remain unaffected.

8.5 If the Customer establishes defects in the goods/services, it may not dispose thereof, i.e. they may not be divided, resold or processed, until an agreement on the handling of the notification of defects has been achieved or proceedings for securing of evidence have been carried out by an expert commissioned by the Chamber of Industry and Commerce at the Customer's registered office.

8.6 The Customer shall further be obliged to grant us the opportunity of establishing the defect notified on-site or, at our request, to provide us with the object giving rise to complaints or samples thereof; in the event of culpable rejection, warranty shall be forfeited.

8.7 The Customer shall further be obliged to grant us the opportunity of inspecting the reported defect by means of an on-site visit or, at our request, to provide us with the item giving rise to the complaint or a sample thereof for inspection; in the event of culpable refusal, warranty shall be forfeited. Rectification shall not include removal of the defective goods nor their reinstallation if we were not originally obliged to install them.

8.8 We assume warranty only for defects which were present at delivery/acceptance, and thus not for damage attributable to unsuitable or improper use, faulty assembly, commissioning, amendment or repair not carried out by us, faulty or negligent treatment or natural wear and tear.

8.9 In the event of justified complaints, we shall be entitled to determine the nature of subsequent performance (replacement delivery, reworking).

8.10 Expenditure incurred for the purpose of inspection and rectification, in particular transport, travel, labour and material costs and, if applicable, removal and installation costs shall be borne or reimbursed by us in accordance with statutory regulations if a defect actually exists. Otherwise, we may demand reimbursement from the Customer for any costs arising from the unjustified request for defect rectification (in particular inspection and transport costs) unless the absence of defects was not recognisable for the Customer.

8.11 The period of limitation for claims based on defects is one year from the passing of risk. This does not apply in cases where the law pursuant to sections 438 (1) no. 2 (buildings and things that have been used for buildings), 478, 479 (recourse against suppliers) and 634 a (1) No. 2 of the German Civil Code (BGB) (building-related defects) prescribes longer periods, nor in cases of intentional or grossly negligent breach of duty on our part, nor in the event of injury to life, body or health, nor for claims under product liability law, nor in the event of fraudulent concealment of a defect.

8.12 Claims by the Customer for damages or compensation for futile expenditure shall also exist in relation to defects only to the extent set down in clause 9 and shall otherwise be excluded.

9. Utility model protection

9.1 Our test systems for carrying out the analysis are protected by utility models. They therefore remain our intellectual property and may only be delivered or passed on to third parties with our express written consent. Any reproduction or imitation of the test systems constitutes a violation of the protected utility model. We would like to point out that in this case, claims for information, injunctive relief and damages can be asserted.

10. General limitation of liability

10.1 Claims for damages and reimbursement of expenditure on the Customer's part (hereinafter Claims for Damages), regardless of their legal basis, in particular due to breach of duties arising from a contractual obligation and from action in tort, shall be excluded unless we are guilty of having behaved with gross negligence and/or to have breached fundamental contractual obligations (so-called cardinal duties). This also applies to the actions of our vicarious agents and vicarious agents.

10.2 Such Claims for Damages shall, however, be limited to the foreseeable damage typical for the contract and to the level of the cover provided by the public liability insurance policy concluded by us at a customary commercial level. Exclusion of liability shall not apply in cases of assumption of a guarantee or a procurement risk. Furthermore, it shall not apply where we are subject to mandatory liability, for example pursuant to product liability law for reason of injury of life, limb or health.

11. Return of devices and Customer's declaration of decontamination

11.1 Insofar as the Customer is an end customer engaged in business activity, we shall take back the devices sold to the former after 13/08/2005 after cessation of use in accordance with the so-called Elektrogesetz (Electrical and Electronic Equipment Act) of 23/03/2005 (Federal Law Gazette. I pg. 762) and properly dispose of these. The end customer, however, must assume the return delivery and disposal costs or compensate us for such. The end customer must inform us in writing as to the cessation of use.

11.2 The claim to assumption of costs by the end customer does not expire before 2 years after the cessation of use. This two-year term begins at the earliest after receipt by us of the written notification from the customer as to the cessation of use.

11.3 In the event that the Customer is a commercial dealer, it must oblige its customers – insofar as these are likewise engaged in business – to ensure that such customers in turn dispose of the device at the cessation of use in proper fashion and at own expense. Should the buyer neglect to do so, it must thus itself take back the devices delivered at the end of use at its own expense and properly dispose of them.

11.4 Devices or other materials that are passed to us must be decontaminated by the Customer or by the most recent user if they have come into contact with material that is potentially infectious or otherwise harmful to health. The decontamination shall be confirmed by a certificate of decontamination that must be attached to the product. The purchaser or the most recent user shall be fully liable for damage or harm of any kind that arise from a failure to decontaminate. Every owner of a device is obliged to pass on this information at the time of sale or delivery.

12. Storage and protection of data

12.1 As part of the business transaction, we are entitled in accordance with Section 27 f BDSG to store, transmit, use, change and delete the customer's personal data at home and abroad. We store the data in accordance with Section 33 Paragraph 1 BDSG without the customer being notified separately. The customer can object to the use of this data for marketing, market and opinion research, which is permitted under Section 28 Paragraph 3, in accordance with Section 28 Paragraph 4 BDSG.

13. Place of performance, place of jurisdiction, applicable law, severability

13.1 The place of performance for the supply of all goods and services and the exclusive place of jurisdiction for any disputes arising in relation to the supply relationship shall be the registered office of our company in Braunschweig. However, we shall also be entitled to institute legal proceedings against the Customer at its general place of jurisdiction.

13.2 This Agreement and these General Terms and Conditions as well as the entirety of the legal relationships between us and the Customer are subject to the laws of the Federal Republic of Germany to the exclusion of all references to the law of other countries and international treaties. Application of the UN Convention on Contracts for the International Sale of Goods is excluded.

14. Final provisions

14.1 The transfer of the Customer's rights and obligations from a contract concluded with us requires our written consent to be effective.

14.2 When exporting our goods or sending the results of our services to areas outside the Federal Republic of Germany, we assume no liability if this infringes third party property rights. If a Customer nevertheless wishes to export to an area outside the Federal Republic of Germany and a third party's property rights are thereby violated, the Customer undertakes to release us from third-party claims for damages.

14.3 If an individual provision of these General Terms and Conditions is or becomes invalid, ineffective or unenforceable in whole or in part, then the validity, effectiveness and enforceability of the remaining terms and conditions shall not be affected.