
**General Terms and Conditions of Business
of Seramun Diagnostica GmbH,
Spreenhagener Str. 1, 15754 Heidesee**

1 Scope and General Provisions

1.1

The following terms and conditions shall apply to all contracts concluded between the Buyer and us for the delivery of goods. They shall also apply to all future business relations, even if they are not expressly agreed again. Any deviating terms and conditions of the Buyer which we do not expressly acknowledge shall not be binding on us, even if we do not expressly object to them. The following terms and conditions shall also apply if we execute the buyer's order without reservation in the knowledge of conflicting or deviating terms and conditions of the buyer.

1.2

In the contracts, all agreements made between the buyer and us for the execution of the purchase contracts are set down in writing.

1.3

Agreements made between the contracting parties in individual cases (including collateral agreements, supplements and amendments) shall in any case take precedence over these Terms and Conditions.

1.4

Our offers are directed only to commercial customers. Consumers in the sense of § 13 BGB are not supplied.

2 Offer and conclusion of contract

2.1

We may accept an order of the Buyer, which is to be qualified as an offer to conclude a purchase contract, within two weeks by sending an order confirmation or by sending the ordered products within the same period.

2.2

Our offers are subject to change and non-binding, unless we have expressly designated them as binding. Our written order confirmation shall be decisive for the scope of our delivery obligation. Only the units listed in our respective valid price lists are available for delivery.

2.3

We reserve our property rights, copyrights and other industrial property rights to all illustrations, calculations, drawings and other documents. The Buyer may only pass them on to third parties with our written consent, irrespective of whether we have marked them as confidential.

3. Terms of payment

3.1

Our prices are ex works without packaging, unless otherwise specified in the order confirmation. The purchase price shall be the price quoted by us or - if no price has been quoted - the price contained in our price list valid at the time of the respective order. Unless otherwise agreed in writing, the prices quoted by us are exclusive of packaging and shipping costs plus VAT. The deduction of a discount is only permissible with a special written agreement.

3.2

Payment obligations based on deliveries of goods shall be fulfilled within thirty (30) days of the invoice date exclusively by bank transfer and shall only be deemed to have been made to the extent that we can freely dispose of them at a bank.

3.3

If the Buyer defaults on a payment, the statutory provisions shall apply.

3.4

The Buyer shall only be entitled to set-off, even if notices of defects or counterclaims are asserted, if the counterclaims have been legally established, have been acknowledged by us or are undisputed. The Buyer shall only be entitled to exercise a right of retention if its counterclaim is based on the same contractual relationship.

4. Delivery and performance time

4.1

Delivery dates or periods which have not been expressly agreed as binding are exclusively non-binding information. The delivery period stated by us shall not commence until the technical issues have been clarified. Likewise, the Buyer shall duly and timely fulfill all obligations incumbent upon him.

4.2

Uncontrollable events for which we are not responsible, e.g. natural events, pandemic, war, official orders, embargo, unforeseeable delays in the delivery of essential components and other materials ("force majeure"), shall extend the delivery period accordingly. This shall also apply if these events occur during a delay in delivery or at a subcontractor. However, the delivery period shall be extended by a maximum of two months. If we are unable to provide our agreed service within this period, both the purchaser and we shall be entitled to withdraw from the contract. Claims for damages by the purchaser for this reason are excluded. In the event of withdrawal, payments already made for goods not delivered shall be refunded to the customer without delay.

4.3

We shall be entitled to make partial deliveries and render partial services at any time, provided that this is reasonable for the customer. In this case, each partial delivery may be invoiced separately. In the case of orders on call, the call must be made at least two calendar weeks before the desired delivery date.

4.4

If the Buyer is in default of acceptance, we shall be entitled to demand compensation for the damage incurred and any additional expenses. The same shall apply if the Buyer culpably violates duties to cooperate. The risk of accidental deterioration and accidental loss shall pass to the Buyer upon the occurrence of default in acceptance or debtor's delay.

5 Transfer of risk, shipment

5.1

Shipment ex works or delivery warehouse shall be at the Buyer's expense. The shipping route and the shipping method in accordance with INCOTERMS 2010 shall be determined by us.

5.2

Loading and shipment shall be uninsured and at the risk of the Buyer. We shall endeavor to take into account the wishes and interests of the Buyer with regard to the mode and route of shipment; any additional costs incurred as a result - even in the case of agreed freight prepaid delivery - shall be borne by the Buyer.

5.3

The risk shall pass to the Buyer as soon as the goods are handed over to the carrier or leave our factory or distribution center for the purpose of shipment; this shall also apply if, by way of exception, we organize further services, e.g. freight-free shipment, delivery or similar. In particular, we shall not be responsible for changes and deterioration of the goods during transport or due to improper storage. If we have notified the buyer that the goods are ready for dispatch or collection, the risk shall pass to the buyer if he does not call off or collect the goods even though we have set him a reasonable deadline for doing so, with the transfer of risk taking place at the beginning of the day following the expiry of this deadline.

6. Material defects and defects of title, liability

6.1

Claims for defects on the part of the Buyer shall only exist if the Buyer has duly complied with his obligations to examine the goods and to give notice of defects in accordance with § 377 of the German Commercial Code (HGB).

6.2

In the event of justified notices of defects, we shall be obliged to provide subsequent performance to the exclusion of the Buyer's rights to withdraw from the contract or to reduce the purchase price (reduction), unless we are entitled to refuse subsequent performance on the basis of statutory provisions. The purchaser shall grant us a reasonable period of time for subsequent performance. Subsequent performance may be effected, at the purchaser's option, by remedying the defect (subsequent improvement) or by delivery of new goods. In the event of rectification of the defect, we shall bear the necessary expenses insofar as these are not increased because the subject matter of the contract is located at a place other than the place of performance. If the subsequent performance has failed, the purchaser may, at his discretion, demand a reduction of the purchase price (abatement) or declare his withdrawal from the contract. The subsequent improvement shall be deemed to have failed with the second unsuccessful attempt, unless further attempts at subsequent improvement are reasonable and acceptable to the Buyer due to the subject matter of the contract. Claims for damages under the following conditions due to the defect can only be asserted by the buyer if the subsequent performance has failed. The Buyer's right to assert further claims for damages under the following conditions shall remain unaffected.

6.3

The Buyer's warranty claims shall expire one year after delivery of the goods to the Buyer, unless we have fraudulently concealed the defect; in this case, the statutory provisions shall apply.

6.4

Irrespective of the following limitations of liability, we shall be liable in accordance with the statutory provisions for damage to life, limb and health resulting from a negligent or intentional breach of duty by us, our legal representatives or our vicarious agents, as well as for damage covered by liability under the Product Liability Act. For damages not covered by sentence 1 and which are based on intentional or grossly negligent breaches of contract as well as fraudulent intent by us, our legal representatives or our vicarious agents, we shall be liable in accordance with the statutory provisions. In this case, however, the liability for damages shall be limited to the foreseeable, typically occurring damage, unless we, our legal representatives or our vicarious agents have acted intentionally. To the extent that we have given a guarantee of quality and/or durability with regard to the goods or parts thereof, we shall also be liable within the scope of this guarantee. However, we shall only be liable for damage based on the absence of the guaranteed quality or durability, but which does not occur directly to the goods, if the risk of such damage is obviously covered by the quality and durability guarantee.

6.5

We shall also be liable for damage caused by simple negligent breach of such contractual obligations, the fulfillment of which is a prerequisite for the proper performance of the contract and on the observance of which the Buyer regularly relies and may rely. However, we shall only be liable to the extent that the damage is typically associated with the contract and is foreseeable.

6.6

Any further liability shall be excluded irrespective of the legal nature of the claim asserted; this shall apply in particular to tortious claims or claims for reimbursement of futile expenses instead of performance. Insofar as our liability is excluded or limited, this shall also apply to the personal liability of our employees, representatives and vicarious agents.

6.7

Claims for damages by the Buyer due to a defect shall become time-barred one year after delivery of the goods. This shall not apply in the event of injury to life, limb or health for which we, our legal representatives or our vicarious agents are responsible, or if we, our legal representatives have acted with intent or gross negligence, or if our ordinary vicarious agents have acted with intent.

7. Retention of title

7.1

The delivered goods (goods subject to retention of title) shall remain our property until all claims, including all current account balance claims, to which we are entitled against the Buyer now or in the future have been satisfied. In case of breach of contract by the Buyer, e.g. default of payment, we shall have the right to take back the reserved goods after setting a reasonable period of time in advance. If we take back the reserved goods, this shall constitute a withdrawal from the contract. If we seize the reserved goods, this shall constitute a withdrawal from the contract. We are entitled to utilize the reserved goods after taking them back. After deduction of a reasonable amount for the costs of realization, the proceeds of the realization shall be set off against the amounts owed to us by the Buyer.

7.2

The Buyer shall be entitled to sell and/or use the reserved goods in the ordinary course of business as long as he is not in default of payment. Pledges or transfers by way of security are not permitted. The claims arising from the resale or any other legal reason (insurance, tort) with regard to the goods subject to retention of title (including all balance claims from current account) shall be assigned to us in full by the Buyer already now by way of security; we hereby accept the assignment. We revocably authorize the buyer to collect the claims assigned to us for his account in his own name. The direct debit authorization can be revoked at any time if the buyer does not properly meet his payment obligations. The Buyer shall also not be authorized to assign this claim for the purpose of collecting the claim by way of factoring, unless the obligation of the factor is established at the same time to effect the counter-performance in the amount of the claims directly to us for as long as we still have claims against the Buyer.

7.3

Any processing or transformation of the goods subject to retention of title by the Buyer shall in any case be carried out on our behalf. If the goods subject to retention of title are processed with other items not belonging to us, we shall acquire co-ownership of the new item in the ratio of the value of the goods subject to retention of title (final invoice amount including VAT) to the other processed items at the time of processing. The same shall apply to the new item created by processing as to the reserved goods. In the event of inseparable mixing of the reserved goods with other items not belonging to us, we shall acquire co-ownership of the new item in the ratio of the value of the reserved goods (final invoice amount including VAT) to the other mixed items at the time of mixing. If the Buyer's item is to be regarded as the main item as a result of the mixing, the Buyer and we agree that the Buyer shall transfer co-ownership of this item to us on a pro rata basis; we hereby accept the transfer. The Buyer shall hold our sole or co-ownership of an item thus created in safe custody for us.

7.4

In the event of third party access to the goods subject to retention of title, in particular seizure, the Buyer shall point out our ownership and notify us immediately so that we can enforce our ownership rights. Insofar as the third party is not in a position to reimburse us for the court or out-of-court costs incurred in this connection, the Buyer shall be liable for such costs.

7.5

We shall be obliged to release the securities to which we are entitled insofar as the realizable value of our securities exceeds the claims to be secured by more than 10%; in this context, we shall be responsible for selecting the securities to be released.

8. Data protection

8.1

Data of the customer, which we receive with the order, the conclusion of a purchase contract and its processing, will be collected, stored and processed by us within the framework of the legal provisions. The legal basis for this data processing is Art. 6 para. 1 p. 1 lit. b DSGVO, as this data processing is necessary and required for the execution of the contract. In this regard, we refer in detail to the privacy policy of Seramun Diagnostica GmbH, which is available under the following link:

<https://www.seramun.com/de/kontakt/datenschutz.html>

8.2

We assure that we do not otherwise pass on the Customer's personal data to third parties unless we would be legally obliged to do so or the Customer has expressly consented to this in advance.

9 Place of performance, place of jurisdiction, applicable law

9.1

Place of performance and place of jurisdiction for deliveries and payments (including actions on checks and bills of exchange) as well as all disputes arising between us and the Buyer from the purchase contracts concluded between us and the Buyer shall be our registered office. However, we shall also be entitled to sue the Buyer at his place of residence and/or business.

9.2

The relations between the contracting parties shall be governed exclusively by the law applicable in the Federal Republic of Germany. The application of the UN Convention on Contracts for the International Sale of Goods is excluded.