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

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.

3.5

All bank, brokerage and exchange fees shall be borne exclusively by the Buyer.

3.6

All payments shall be made in euros (€).

3.7

In the event of default in payment, the Buyer shall pay interest at a rate of 5% above the applicable base interest rate (as published by the Deutsche Bundesbank) in accordance with Section 247 of the German Civil Code (BGB). The Seller reserves the right to claim further damages resulting from default.

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. Force majeure events include, without limitation, natural disasters, pandemics, war, governmental measures, embargoes, cyberattacks, IT system failures, supply chain disruptions, energy shortages or other circumstances beyond the Seller’s reasonable control.

If such an event prevents performance for more than 90 days, either party may withdraw from the contract without any liability for damages.

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 mode of shipment shall be determined by us in accordance with the provisions of the Incoterms 2020, as amended from time to time.

5.2

Loading and shipment shall be uninsured and at the risk of the Buyer. We shall endeavour 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. Export Control

6.1

The Customer acknowledges that all products, services, software and technologies obtained from Seramun Diagnostica GmbH, including any know-how, trade secrets or other intellectual property contained therein (collectively referred to as “Products”), may be subject to national and international foreign trade laws, export control regulations, (economic) sanctions, embargoes or other trade restrictions (“Export Controls”).

Seramun Diagnostica GmbH complies with all applicable Export Controls, including those restricting the availability of certain products (“Restricted Products”) for use or distribution in the Russian Federation, the Republic of Belarus or any territories controlled by them, in particular those issued by the European Union and the United States of America.

6.2

Any distribution of Products is subject to full compliance with applicable Export Controls, even if not explicitly mentioned in a particular transaction. Seramun Diagnostica GmbH expressly reserves the right to withdraw from any order, sale, delivery, service or other transaction if the distribution becomes impossible or commercially impracticable due to Export Controls, endangers access to financial institutions, or exposes Seramun Diagnostica GmbH to unreasonable reputational risks. Seramun Diagnostica GmbH shall not be liable for any consequences of such withdrawal.

6.3

The sale or delivery of Products for distribution in a specific territory or to a specific end-user does not imply authorization for further distribution outside such territory or to any other end-user. Associated licences or rights of use are subject to the same restrictions.

6.4

The applicable Export Controls binding on Seramun Diagnostica GmbH apply equally to all parties within the supply chain, including agents, resellers and end-users, who are responsible for ensuring compliance by appropriate contractual and organisational means.

6.5

The Customer shall provide Seramun Diagnostica GmbH with all information and documentation required to ensure compliance with Export Controls, to apply for any necessary export licences and to enable the competent authorities to conduct export control audits, including but not limited to end-user information and end-use certificates.

6.6

The Customer represents and warrants that neither it nor its principals:

(a) are listed or sanctioned under applicable Export Controls;

(b) will directly or indirectly distribute, export, re-export or otherwise make the Products available for any prohibited destination, person, entity or end-use;

(c) will comply with all applicable Export Controls and keep itself informed about amendments thereto;

(d) will implement comparable contractual provisions and monitoring mechanisms throughout its supply chain to ensure compliance and to prevent, detect and report any circumvention; and

(e) shall indemnify Seramun Diagnostica GmbH against any third-party claims or damages resulting from breaches of this clause.

6.7

Any violation of this Clause 6 constitutes a material breach of contract and entitles Seramun Diagnostica GmbH to (a) refuse, suspend or unwind deliveries or services, (b) report the violation to authorities, (c) revoke licences or usage rights, (d) retain prepayments, and (e) impose a reasonable contractual penalty, the adequacy of which may be reviewed by a competent court.

7. Material defects and defects of title, liability

7.1

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).

7.2

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 based on 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.

7.3

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.

7.4

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.

7.5

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.

7.6

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.

7.7

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.

7.8

The Buyer shall promptly inform the Seller of any product defects, safety risks or complaints from end customers of which it becomes aware.

The Seller may, in coordination with the Buyer, take appropriate measures, including product recall. Costs shall be allocated in accordance with applicable statutory provisions.

8. Retention of title

8.1

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.

8.2

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.

8.3

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.

8.4

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.

8.5

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.

9. Data protection

9.1

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

9.2

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.

10 Ethics and social responsibility

10.1

We are committed to minimising environmental impacts. This includes the use of environmentally friendly production processes, the promotion of energy efficiency and waste reduction. We are committed to the protection of natural resources and use sustainable materials and raw materials as far as technically and economically feasible. We also support our customers in the environmentally sound disposal of laboratory waste and provide information on environmentally friendly disposal methods.

10.2

We always act ethically and with integrity. Corruption, bribery and human rights violations are not tolerated in any form. We also promote fair labour practices and respect the rights of employees. This includes fair pay, equal opportunities and a safe working environment. In addition, we engage in social projects and charitable initiatives to improve society and healthcare.

10.3.

We are committed to maintaining product quality and safety to provide the highest quality goods that meet international quality standards. In doing so, we adhere to strict regulations and standards for the manufacture and labelling of our products to ensure that they can be used and applied correctly. We encourage continuous monitoring of product quality and take customer feedback seriously to constantly improve products.

11 Supply Chain Act

11.1

We are committed to complying with human rights and environmental standards in accordance with the applicable Supply Chain Act. We ensure that our suppliers and subcontractors also comply with these standards and do not cause human rights violations or environmental damage. In doing so, we reserve the right to audit our suppliers' compliance with these standards and to take appropriate action if violations are identified.

11.2

We implement a risk management system to identify, assess and mitigate human rights violations and environmental risks along our entire supply chain. We expect our suppliers to also apply appropriate due diligence in relation to human rights and environmental standards.

11.3

We provide customers with relevant information on the supply chain and the measures taken to comply with human rights and environmental standards upon request. We also provide a mechanism for customers and other stakeholders to report violations of human rights and environmental standards.

12 Place of performance, place of jurisdiction, applicable law

12.1

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.

12.2

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.

12.3

Both parties undertake to treat all confidential information obtained in connection with their business relationship strictly confidentially and to use it solely for the purpose of fulfilling the contract.

This obligation shall remain in force for five (5) years after termination of the business relationship.

12.4

Amendments or supplements to these Terms and Conditions must be made in writing. This also applies to any waiver of this written-form requirement itself.

12.5

Should any provision of these Terms and Conditions be or become invalid or unenforceable, the validity of the remaining provisions shall not be affected thereby.

In place of the invalid or unenforceable provision, a valid and enforceable provision shall apply that comes as close as possible to the economic intent of the original provision.