

General Terms and Conditions of Business

TESTA Analytical Solutions e.K.

1 Validity

- 1.1 The following terms and conditions of business shall form an integral part of every offer made by TESTA Analytical Solutions e.K. and shall apply to all contracts, deliveries and services concluded by it.
- 1.2 Amendments to or deviations from these Terms and Conditions shall only be possible in writing and shall require the signature of one of the managing directors or authorized representatives of TESTA Analytical Solutions e.K. in order to be effective.
- 1.3 Deviating terms and conditions of the contracting party shall only be valid if they have been confirmed in writing by the owner of TESTA Analytical Solutions e.K..
- 1.4 Deviating provisions of the contracting partner in its general terms and conditions are hereby expressly rejected.

2 Offer

- 2.1 All offers made by TESTA Analytical Solutions e.K. are subject to change.
- 2.2 All price quotations are net, i.e. exclusive of statutory value added tax.
- 2.3 Other taxes and fees, in particular use taxes, inspection or examination fees required by the government, are not included in the price quotations.
- 2.4 TESTA Analytical Solutions e.K. shall not be obligated to point out the incidence of any taxes and fees pursuant to 2.3. All offers made by TESTA Analytical Solutions e.K. are to be understood in such a way that the purchaser shall bear the aforementioned costs without the need for a separate agreement in this respect.
- 2.5 In the event of an order by the purchaser, the contract shall be concluded by written acceptance of the order by TESTA Analytical Solutions e.K.. Written acceptance shall be deemed equivalent to delivery of the object of sale in accordance with the order.

3 Transfer of risk, place of performance

- 3.1 Unless otherwise agreed, all deliveries shall be ex works. The place of performance for all delivery obligations is the registered office of the company. Shipment shall be at the risk of the customer. All risks of loss of the goods or any damage to the goods or damage to property or persons by the goods during transport shall be borne exclusively by the Buyer.

4 Shipping

- 4.1 If the parties do not reach a separate agreement, the method of shipment shall be at the discretion of TESTA Analytical Solutions e.K., i.e. shipment may be by air, rail, sea or road as the parties see fit.
- 4.2 Unless expressly agreed in writing, all delivery periods and delivery dates specified by TESTA Analytical Solutions e.K. shall be non-binding, i.e. no claims for rescission or damages may be asserted solely on the basis of exceeding the aforementioned periods or dates.
- 4.3 TESTA Analytical Solutions e.K. shall be entitled to render the performance owed by it also in partial performances, unless the partial performance is of no interest to a purchaser and the purchaser has pointed this out in the contract.
- 4.4 In the event of delays in delivery due to force majeure, sovereign intervention, natural disasters, war, riots, strikes in its own factories, suppliers or carriers or due to other circumstances for which TESTA Analytical Solutions e.K. is not responsible, TESTA Analytical Solutions e.K. shall be entitled to make up the delivery after the reason for the impediment has ceased to exist. However, both parties may withdraw from a concluded contract in whole or in part if one of the aforementioned events leads to a delay in delivery of more than three months beyond the agreed period. Further claims of the contracting parties are excluded.

5 Obligation to give notice of defects

- 5.1 The Buyer shall give notice of defects in the purchased goods without undue delay after receipt of the delivery, but in any case within 5 days after receipt of the goods. In all other respects, the provisions of §§ 377, 378 HGB shall apply. In the event of a timely complaint, TESTA Analytical Solutions e.K. shall inform the purchaser how to proceed with the goods complained about. The purchaser shall be obliged to store the goods complained about for a reasonable period of time at his own expense.
- 5.2 The complaint must be made in writing and must specifically describe the defect(s).

6 Pricing

- 6.1 The price lists current at the time of conclusion of the contract shall apply. If the contract or the individual partial deliveries extend over a longer period of time, the current price lists at the time of the respective delivery shall apply.

7 Payment

- 7.1 Unless otherwise agreed, invoices shall be due without deduction 30 days after the invoice date and shall be payable net cash. This shall also apply to invoices for partial deliveries to which TESTA Analytical Solutions e.K. is entitled under these terms and conditions.
- 7.2 If the purchaser defaults on payment, he shall pay interest on the debt at a rate 5% above the discount rate of the German Federal Bank, but at least 8% pro annum.
- 7.3 If TESTA Analytical Solutions e.K. becomes aware of circumstances which give reason to fear that payment of the purchase price is at risk, it shall be entitled to make delivery against advance payment. Such circumstances shall exist in particular if the purchaser is in default with the payment of due purchase price claims.
- 7.4 The purchaser shall only be entitled to set off claims against due purchase price claims of TESTA Analytical Solutions e.K. if such claims are undisputed or have been legally established.

8 Withdrawal

- 8.1 TESTA Analytical Solutions e.K. shall be entitled to withdraw from the contract if it is not supplied correctly or on time by its own suppliers and if, after all reasonable efforts, a replacement for the delivery cannot be procured and delivery to the purchaser therefore becomes impossible.
- 8.2 TESTA Analytical Solutions e.K. may withdraw from the contract if it is unable to fulfill its contractual obligations as a result of impediments to performance for which it is not responsible, even if these impediments fall within its sphere of influence. This applies in particular to cases of force majeure, industrial disputes, shortages of raw materials, illnesses, other operational disruptions, transport delays, etc.
- 8.3 All delivery obligations of TESTA Analytical Solutions e.K. shall be subject to the proviso "while stocks last". TESTA Analytical Solutions e.K. may therefore withdraw from the contract if the stock available to it is exhausted.
- 8.4 In the event of withdrawal by TESTA Analytical Solutions e.K., claims for damages by the purchaser shall be excluded.

9 Termination of Contract / Cancellation

- 9.1 If the contract is unilaterally cancelled by the purchaser or if an order/partial order is unilaterally cancelled by the purchaser, the purchaser shall reimburse TESTA Analytical Solutions e.K. for all costs incurred as a result of the cancellation of the contract. This shall apply in particular to cancellation or withdrawal costs charged to TESTA Analytical Solutions e.K. by its suppliers, costs for the purchase of goods which cannot be returned, and all other expenses incurred by TESTA Analytical Solutions e.K. in the course of the performance of the contract and its termination, such as legal fees, transport costs, etc.
- 9.2 If TESTA Analytical Solutions e.K. is in default with its performance, the purchaser shall have the exclusive right to withdraw from the contract. Claims for damages shall be excluded.

10 Exemption from liability

- 10.1 In the event of breach of material contractual obligations, TESTA Analytical Solutions e.K. shall be liable, except in cases of intent or gross negligence, at most up to the amount of the typically foreseeable damage.
- 10.2 The liability of TESTA Analytical Solutions e.K. for breach of other, non-essential contractual obligations shall be excluded except in cases of intent or gross negligence.

11 Warranty

- 11.1 TESTA Analytical Solutions e.K. warrants that its products correspond to the descriptions contained in its catalogs, technical data sheets or other product documentation provided to the customers. TESTA Analytical Solutions e.K. does not warrant that the products delivered by it correspond to the contractual purposes and uses desired by the purchaser.
- 11.2 The purchaser's warranty claims on account of defects in the object of purchase shall in principle be limited to the right of rectification or replacement. The Buyer shall have the right to reduce the purchase price or to rescind the contract if the repair or replacement delivery fails. Rectification or replacement delivery shall be made at the expense of TESTA Analytical Solutions e.K. Further claims, in particular claims for damages, shall be excluded.

12 Warranted characteristics

- 12.1 Notwithstanding § 11, the description of the objects of purchase in catalogs, analysis reports and other documentation of TESTA Analytical Solutions e.K. shall serve only for the exact designation and precise specification of the object of purchase. The aforementioned descriptions are not to be understood as assurances of characteristics in the sense of § 463 BGB (German Civil Code). An assurance in the sense requires the prior written confirmation of the managing director of TESTA Analytical Solutions e.K. with the express indication that a specific property is to be assured.
- 12.2 The products of TESTA Analytical Solutions e.K. are intended for laboratory and research purposes and, unless expressly agreed, may not be used in any other way, in particular not for in vivo diagnostic purposes.

13 Technical advice

- 13.1 At the request of the customer, we shall provide advice on technical applications to the best of our knowledge within the scope of the given possibilities, but without obligation.

14 Retention of title

- 14.1 TESTA Analytical Solutions e.K. retains title to all products delivered until the purchase price has been paid in full. As long as the retention of title of TESTA Analytical Solutions e.K. is effective, the purchaser shall not be entitled to dispose of the purchased goods, to pledge them or to assign them as security.
- 14.2 In the event of processing or transformation of the object of sale, it is agreed that TESTA Analytical Solutions e.K. is to be regarded as the manufacturer of the end product and thus becomes the owner thereof.
- 14.3 By way of security, the customer shall assign in full to TESTA Analytical Solutions e.K., which expressly accepts this assignment, all claims which it acquires from the - justified or unjustified - resale or any other legal ground with respect to the goods subject to retention of title.
- 14.4 In the event of access by third parties to the goods subject to retention of title, in particular in the event of seizure or execution against the customer's assets, the customer undertakes to draw attention to the ownership of TESTA Analytical Solutions e.K. and to notify TESTA Analytical Solutions e.K. without delay and to hand over all documents necessary for an intervention. The costs of the intervention shall be borne by the purchaser.

15 Documentation

- 15.1 The information contained in our general documentation, brochures, data sheets and price lists, such as technical data, dimensions and prices, are not binding. The product characteristics are specified with this information, but not warranted.

16 Property rights and rights of use

- 16.1 The purchaser undertakes to indemnify TESTA Analytical Solutions e.K. against all claims for damages by third parties on account of any infringement of property rights and rights of use arising from actions of the purchaser.

17 Place of jurisdiction / national law

- 17.1 All disputes arising from contracts, deliveries and services of TESTA Analytical Solutions e.K. shall be governed by German law. Berlin is agreed as the place of jurisdiction for such disputes.

18 Export

- 19.1 In the event of export of the contractual goods, the contracting party undertakes to comply with the provisions of US and German foreign trade law. This shall apply equally to deliveries to countries, recipients or purposes of which the contractual partner knows or must know that they are subject to control under foreign trade law.

19 Confidentiality and Data Protection

- 20.1 The contracting parties shall treat as confidential any business and trade secrets of the other contracting party of which they become aware in the course of the business relationship, even after termination of the business relationship.
- 20.2 TESTA Analytical Solutions e.K. shall comply with the provisions of the German Federal Data Protection Act when using personal data which has become known to it from the business relationship with the contracting party.

20 Software

- 21.1 The software supplied by TESTA Analytical Solutions e.K. and not produced by TESTA Analytical Solutions e.K. itself shall be subject to §§ 69a to 69g of the German Copyright Act (Urheberrechtsgesetz) and, if applicable, the provisions of the respective license agreement.

21 Miscellaneous

- 22.1 German law shall apply. The United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980 (CISG) shall not apply.
- 22.2 For contracts with fully qualified merchants, the place of performance and exclusive place of jurisdiction shall be Berlin. A place of jurisdiction in Berlin shall also be established if the domicile or habitual residence of the contracting party is not known at the time the action is brought or if the contracting party is not (or is no longer) domiciled in Germany.
- 22.3 Should individual provisions of these Terms and Conditions or of the contract concluded with the contractual partner be invalid in whole or in part, this shall not affect the validity of the remainder of the contract.