

General Terms and Conditions of BioChem Labor für biologische und chemische Analytik GmbH

1. Scope of validity

The following terms and conditions apply to all business transactions between BioChem Labor für biologische und chemische Analytik GmbH, Daimlerstraße 5b, 76185 Karlsruhe - hereinafter referred to as BioChem - and entrepreneurs, legal entities under public law and special funds under public law which commission BioChem with the services to be provided, in particular investigations or tests - hereinafter referred to as Customer - even if they are not specified in later agreements. By placing the order, the Customer acknowledges these conditions as legally binding. Any general terms and conditions of the Customer are hereby rejected in their entirety, these shall not become part of the contract even if BioChem carries out a service for the Customer without reservation while aware of any conflicting, additional or deviating conditions, unless the applicability of the general terms and conditions of the Customer is agreed separately in writing.

Rights to which BioChem is entitled under statutory regulations or under other agreements beyond these General Terms and Conditions of Order shall remain unaffected.

2. Establishment, scope and execution of the order, withdrawal from the contract

All BioChem offers are non-binding. Details regarding the services and other service descriptions in information material and documents pertaining to the quote do not constitute a binding agreement or guarantee, unless they are expressly designated as binding. BioChem reserves all property, copyright, protection and other rights to all documents forming the offer. Such documents may not be made available to third parties.

Generally, the Customer places an order in writing or by e-mail. For other orders, the Customer bears the risk of transmission. The contract shall enter into force when an order confirmation is issued in writing or text form or, if an order confirmation is not issued, when the commissioned investigation or test by BioChem begins. Verbal declarations, confirmations or commitments on the part of BioChem employees must be confirmed in writing or text form in order to be effective.

BioChem has the right to determine the method and the type of investigation or test at its own discretion, unless otherwise agreed in writing or text form. Amendments or supplements to any order placed must be requested in writing or text form and are only considered agreed if they have been confirmed by BioChem in writing or text form.

BioChem is entitled to withdraw from the contract in whole or in part,

- if BioChem is unable to fulfil the order through no fault of BioChem. In this case, the Customer shall be informed immediately;
- if the Customer fails to make any payments on account requested by BioChem in accordance with section 5 of these GTC within the period set for such payment and continues to fail to do during any reasonable extension of such period;
- if the Customer applies for insolvency or similar proceedings to be opened in respect to Customer's own assets, or if, following a substantiated application by a third party to open insolvency or similar proceedings in respect to the Customer's assets, the proceedings are opened or the opening of proceedings is refused due to a lack of assets.

3. Obligations of the Customer

The Customer fully supports BioChem in its activities to the best of Customer's ability. In particular, the Customer shall immediately provide BioChem with all necessary documents and information that are required and expedient for providing the service. The nature and scope of the Customer's other duties of cooperation are specified in the quotation or order.

If BioChem and the Customer agreed deadlines, these will only commence once the Customer has provided BioChem with all the necessary documentation and established all the necessary prerequisites (e.g. permits, test samples, reference substances). Where reasonable, the Customer shall grant BioChem a reasonable grace period for completing the order, even if BioChem does not comply with agreed deadlines for reasons BioChem is responsible for.

4. Prices

The most recent price stated by BioChem for completing the order shall apply. If BioChem is to provide Additional Services not yet taken into account at the time the contract is concluded ("**Additional Services**"), these shall be agreed separately with the Customer and will be charged in addition. BioChem may also – after communication of a cost estimate – charge the Customer for any "**Additional Costs**" necessary to provide the service that were not considered when the contract was concluded. If the Customer objects to the Additional Services being provided or refuses to pay the estimated Additional Costs and if BioChem cannot execute the order without the Additional Services or the cost-triggering measures, BioChem may withdraw from the contract in accordance with section 2.

For charging for Additional Services or costs, BioChem can use the current service specifications as the basis for pricing standard services, in particular examinations or tests. The prices listed therein are base prices for such services. BioChem may calculate surcharges and discounts depending on the individual case. For all services not covered by the service specifications, the price is agreed on a project-specific basis. At the request of the Customer, BioChem shall prepare project-specific offers.

Price information by telephone is always non-binding and is only considered agreed if it has been confirmed by BioChem in writing or text form.
All prices are in euro plus statutory value added tax.

5. Delivery and payment terms

The Customer ships samples from within the EU, including from within Germany, subject to INCOTERMS 2020 DPU Karlsruhe, receipt of the samples on BioChem's business premises. The Customer ships samples from outside the EU subject to INCOTERMS 2020 DDP Karlsruhe, receipt of the samples on BioChem's business premises; the Customer is therefore also obliged to cover the unloading of samples from the means of transport, in deviation from INCOTERMS 2020 DDP. When shipping highly potent and/or toxic substances, as well as infectious and/or genetically modified organisms (GMOs), the requirements specified in the section "Further provisions and information" in BioChem's offer apply in addition to and, in case of contradictions to these GTC, with priority over these GTC.

Unless otherwise agreed, all invoices shall be due 8 days after the invoice date, without deductions, and amounts shall be transferred to the account specified on the invoice. Depending on the order volume, BioChem reserves the right to invoice a partial amount as an advance payment after the order has been placed or after the test plan has been returned or after certain test phases have been reached.

6. Claims for defect and limitation period

The Customer shall be obliged to accept the work result within twelve days of it being announced or to object to it in writing or in text form in the event of evident defects. In the event of hidden defects, the Customer is obliged to notify BioChem immediately after they have been discovered.

In the event of defects being reported in good time within the meaning of the preceding sentences 1 and 2 of this clause 6 concerning the examinations, tests or other services provided (advice, information), the Customer shall be entitled to subsequent performance through rectification or re-performance of the service, at BioChem's choice. The Customer is obliged to provide BioChem with a new sample at the latter's expense, if this is necessary for subsequent performance and is reasonable for the Customer. If any subsequent performance is unsuccessful twice, the Customer has the right to reduce the remuneration or to withdraw from the agreement.

The Customer has no right of withdrawal if the Customer is unable to return the received service, unless a return is not possible due to the nature of the received service or if BioChem is responsible for it being impossible to return the service.

The right to subsequent performance is excluded if the Customer has not reported the defect in good time within the meaning of sentences 1 and 2 of this clause 6 or if the defect is not significant and the costs of subsequent performance are disproportionate to the significance of the defect.

Rights arising from defect in accordance with this clause 6 become time-barred after one year, starting (i.) on the date the Customer accepts the work result or (ii.) on the thirteenth day after BioChem released the work result if no complaints are raised (*whichever is earlier*). This does not apply in case of intentional action, gross negligence or malice. BioChem may correct obvious inaccuracies in the work result, such as typographical errors or formal defects, at any time.

7. Liability

BioChem shall be liable without limitation for any damage resulting from violation of a guarantee or from injury to life, limb or health. The same applies to intentional misconduct and gross negligence.

Regarding damage resulting from minor negligence, BioChem shall only be liable if and to the extent that essential contractual obligations (cardinal obligations) are violated. In the event of such obligation being violated or in case of delay and impossibility, BioChem's liability shall be limited to only that foreseeable damage the occurrence of which is typically to be expected within the framework of the agreement. Furthermore, the liability of BioChem in these cases is limited to a maximum amount of EUR 5,000,000.

Any further liability of BioChem is excluded. Insofar as BioChem's liability is excluded or limited, this also applies to the personal liability of BioChem's staff, employees, personnel, representatives and vicarious agents.

8. Applicability of the work result/intellectual property

The results of the services carried out in accordance with the contract shall only apply to the test sample(s) submitted and used in accordance with the contract. No further conclusions can be derived from the results.

BioChem reserves any and all rights to the data, method developments and validation processes used or provided to complete the services, as well as to trademarks and know-how, without any restrictions. BioChem reserves all rights to the results of the services provided, in particular the test results, expert opinions, advice and information produced within the scope of the order ("**Performance Results**") until payment of the agreed remuneration. This also applies if the Performance Results are communicated to the Customer before the agreed remuneration is paid. To the extent that BioChem owns the Performance Results, ownership shall pass to the Customer upon full payment of the agreed remuneration and delivery of the Performance Results. To the extent that the Performance Results are subject to copyright, BioChem grants the Customer an irrevocable right of use, unrestricted in regard to time, location and content, for the transmitted Performance Results for all known types of use once the agreed remuneration is paid in full. Without prejudice to above, BioChem may continue to use the Performance Results in an anonymised form, in particular for research and benchmarking purposes.

9. Confidentiality

The parties are mutually obligated to treat any information that becomes available to them and is designated as confidential or is in other ways recognisable as a business secret as confidential for a period of five years beginning with the disclosure of the confidential information and, unless this is required for the business relationship, to neither record nor pass on nor use it.

The obligation to treat information as confidential does not apply if

- the receiving party demonstrably already had access to the information before the business relationship was established or if the information was generally known or generally accessible before the business relationship was established; or
- the information becomes generally known or accessible through no fault of the receiving party; or
- the receiving party is required, by law, by an administrative or other legal act or judicial decision, to disclose the confidential information; in that case, the party asked to disclose the information shall immediately notify the party whose confidential information is concerned of the request in writing; any disclosure shall be limited to the relevant judicial or administrative proceedings.

The burden of proof lies with the receiving party.

In addition, without prior written consent, (a.) BioChem shall not publish or disclose to third parties any results obtained in connection with the order and (b) the Customer shall not publish or disclose BioChem's method developments and validation processes at any time. Section 8 shall remain unaffected.

The parties will ensure through appropriate contractual arrangements with their employees and agents that these also maintain confidentiality at least to the extent set out above.

10. Storing samples and documents

Unless agreed otherwise, residual material of the samples submitted for testing shall be kept for a period of up to two weeks after testing, insofar as permissible by the nature of the sample, and documents and measurement data shall be kept for a period of up to ten years in accordance with the applicable testing regulations (e.g. GMP). After the end of retention or storage periods, BioChem or third parties commissioned by BioChem dispose of the residual material in a professional manner at the expense of the Customer and all documents and measurement data are destroyed or deleted. If a return of residual material or documents is desired, this must be communicated in writing or text form when the order is placed and must be noted on the test order or receipt when the sample is sent. In this case, the Customer shall bear the costs and the risk of returning the items.

If it is planned to store samples (e.g. in the case of a stability test) or to take reference samples, the stored sample or the reference sample is disposed of or destroyed at the expense of the Customer, according to the professional discretion of BioChem, at the end of the storage period. Sentences 3 and 4 of this clause 10 shall apply accordingly.

11. Offsetting and right of retention

The Customer is only entitled to offset against BioChem's payment claims if the Customer's counterclaims have been legally established or are undisputed.

The Customer can only assert a right of retention if the Customer's counterclaim is based on the same contractual relationship.

The Customer's rights regarding defects remain unaffected.

12. Applicable Law, place of fulfilment and jurisdiction

The legal relationship between BioChem and the Customer is governed exclusively by German law, excluding German international private law. The place of fulfilment for all services of the Customer and BioChem is Karlsruhe. The exclusive place of jurisdiction for all disputes arising from the business relationship between BioChem and the Customer, for both parties, shall be Karlsruhe.