



General Terms & Conditions for Hölzel Diagnostika Handels GmbH

1. Preamble

Customers will be provided with a system through the platform that contains product information and other information for informational purposes and that can be used for customers to submit their order requests to us.

All of the products supplied by Hölzel Diagnostika may only be used for research purchases. Only trained staff members are allowed to use these products in labs, which are specially equipped for their use.

Hölzel Diagnostika reserves the right to further develop and change the layout and features on the platform at its own discretion.

The rights and obligations of Hölzel Diagnostika are limited to the goods and services described in these General Terms & Conditions (GTCs).

2. Scope of Application

(1) These General Terms and Conditions shall only apply to companies which are legal entities under public law or a public law entity with special public funds as defined in § 310 paragraph 1 of the *BGB* (German Civil Code).

All of our offers, deliveries and services are solely subject to these General Terms and Conditions (GTCs). Any of the Buyer's terms and conditions which deviate from these GTCs shall not become part of the contract. Our General Terms and Conditions shall be considered accepted by the Buyer at the latest when a delivery or performance is accepted, unless we have explicitly agreed to the validity of the Buyer's General terms and Conditions in writing.

(2) These General Terms and Conditions shall also apply to all future business transactions with the Buyer, provided they also involve legal transactions of a similar nature.

3. Conclusion of the contract

If an order is considered an offer as defined in § 145 of the *BGB* (German Civil Code), we can accept the order within two weeks.

4. Performance and deliveries

(1) Only natural persons of legal age and legal entities can place orders with our company. Private households are not allowed to place orders and will not be provided with our goods and services. All of the information requested while ordering our products must be provided truthfully and completely. Supply contracts will only become binding for us once we have confirmed the order in writing.

(2) The Buyer is obligated to check the information on the order confirmation letter to ensure its accuracy and to voluntarily report any errors if there are any discrepancies. If a wrong delivery only becomes apparent and is reported after the merchandise has been received, we reserve the right to bill you for the costs for the return shipment.

(3) Any form of advice we give shall only be regarded as noncommittal and non-binding. Our advice does not release the Buyer from

inspecting the merchandise for its suitability for the intended processes and purposes for its use. If our conditions are not met, particularly in cases where the Buyer falls into arrears with payment or files bankruptcy or insolvency proceedings, we are entitled to suspend execution of the order either in its entirety or in part, to withdraw from the contract and to demand compensation for damages if necessary.

(4) If the Buyer is in default of acceptance or culpably breaches any other duties to co-operate, we are entitled to demand reimbursement for any losses or additional expenses incurred. We also reserve the right to make further claims. If the aforementioned conditions apply, the risk of accidental loss or deterioration of the goods shall be transferred to the Buyer at the point in time in which the Buyer is in default of acceptance or payment.

(5) The start of the delivery period indicated by us shall be contingent upon the Buyer's fulfilment of his/her obligations in a timely and orderly manner. We reserve the right to plead non-fulfilment of the contract. If the goods are not retrieved as agreed in the contract, we are entitled to bill them as delivered after a reasonable grace period has expired.

We are entitled to make reasonable partial deliveries. For call orders, we are entitled to manufacture the entire quantity ordered or to have the entire quantity ordered be manufactured by a third party. Any customer requests for changes will no longer be able to be taken into account once the order has been placed, unless these changes have been expressly agreed.

As a general rule, the products are sold in a manner where Hölzel Diagnostika purchases the products from the manufacturer upon request, or rather once the Buyer places an order. The description of the products provided by the manufacturer (in the accompanying pdf manual) is authoritative for the nature and quality of the products.

5. Transfer of risk upon shipment

Unless otherwise agreed, we shall select the packaging, type of dispatch and dispatch route at our discretion. The risk of accidental loss or deterioration of the goods shall be transferred to the Buyer when the goods are handed over to the forwarding agent or haulier, but at the latest when they leave the factory/storage facility. This shall apply regardless of whether the goods are dispatched from the place of performance or not and regardless of whomever is responsible for the freight charges.

6. Prices and payment

(1) Unless otherwise agreed in writing, our prices shall apply ex-works from the head office in Cologne and are subject to additional Value Added Tax at the applicable statutory rates. The Buyer shall be responsible for paying transport costs and any insurance costs; these costs shall be listed separately on the order confirmation letter and the invoice. The prices are based on the costs that apply at the time the offer is made, or rather when the purchasing agreement is concluded. They will be indicated in the order confirmation letter.

(2) Payment of the purchase price may only be remitted to the bank account indicated on the overleaf. A deduction for early cash payment discounts may be taken on the full amount of the invoice and is only permitted if a separate agreement has been made in writing. An early cash payment discount is not permitted in cases where the Buyer is in arrears for paying any overdue invoices in dispute at the point in time when the purchase is made. A discount may not be applied to any payments made by draft or cheque.

(3) Unless otherwise agreed, the purchase price for customers from Germany, Austria and Switzerland are due within 30 days from the date on the invoice. We reserve the right to request advance payment for customers from other countries. Interest on arrears shall be calculated at a rate of 8 % above the current prime lending rate. We reserve the right to assert claims for higher damages caused by delayed performance.

(4) In the event of a default in payment, we are entitled to immediately demand payment for all non-statute barred claims arising from our current business relationship with the Buyer. Furthermore, we are entitled to demand that the merchandise be returned once a reasonable grace period has expired and to prohibit the further resale and processing of the delivered goods.

7. Right of retention

The Buyer is only authorized to exercise his/her right of retention if his/her counterclaim relates to the same contractual relationship.

8. Warranty, notification of defects, recourse and manufacturer recourse

(1) The Buyer's warranty rights presupposes that the Buyer has met his/her obligations to duly inspect deliveries and notify the seller about defects in accordance with § 377 of the *HGB* (German Commercial Code). The Buyer must submit notification of defects in writing at the latest by one week after receiving the merchandise. The date when the complaint is received shall be decisive. This shall not apply to hidden defects, which are subject to a one year period of notice. Defective goods shall be made available to us. As a general rule, a return shipment requires our consent in writing. The Buyer is obligated to provide the manufacturer of the product with his/her measured values for the purpose of clarifying the complaint and potential sources of errors. After the manufacturer has checked for procedural errors, indemnification can be provided in the form of making non-defective, substitute goods available or issuing the customer a credit note.

(2) A refund and a replacement delivery shall both be excluded if the manufacturer comes to the conclusion that the product worked properly but was used incorrectly by the customer.

(3) Claims for defects become time-barred 12 months after the goods supplied by us are delivered to the Buyer. The statutory limitation period shall apply to claims for damages in cases involving intent or gross negligence as well as to cases where there is injury to life, body or health which relate to a wilful or negligent violation of an obligation on our part.

(4) If the delivered merchandise has a defect which already existed at the point in time when risk was transferred despite taking all due care, we will decide whether to repair the goods or to supply replacements provided notification of the defect was submitted by the deadline. We must always be given the opportunity to rectify a defect within a reasonable period of time. Rights of recourse shall remain unaffected by the aforementioned provision without restriction.

(5) If the subsequent performance fails, the Buyer – notwithstanding any possible claims for damages – can withdraw from the contract or reduce the price.

(6) Claims for defects shall not exist for minor deviations from the agreed quality, for minor impairment of the product's usability, for natural wear and tear, and for damages that occur after the risk has been transferred which are due to faulty or negligent handling or which are due to special external influences not specified in the contract. If any improper modifications of the product are carried out by the Buyer or a third party, no claims for defects shall exist for these changes or for the consequences resulting therefrom.

(7) The Buyer's claims concerning the expenses required for the purpose of supplementary performance, in particular any expenses related to transport, travel, labour and material costs, shall be excluded, insofar as the increased expenses occurred because the merchandise we delivered was subsequently transferred to another site other than the Buyer's branch office, unless this relocation complies with the intended use of the product.

(8) The Buyer's rights to recourse against us shall only exist insofar as the Buyer has not reached any agreements with his/her customer that exceed the scope of statutory claims related to defects. Furthermore, paragraph 7 shall apply accordingly to the scope of the Buyer's right to recourse.

9. Rights

The Buyer shall not receive any trademark, patent rights, copyrights or any other property rights whatsoever.

10. Retention of title

We shall retain title to the goods delivered until all claims stemming from the delivery contract have been paid in full. This shall apply to all future deliveries, even if we do not make specific reference thereto. We are entitled to take back the merchandise if the Buyer is in breach of the contractual agreement.

At the request of the Buyer, we are obliged to release securities held by us if and to the extent their value exceeds the claims to be secured by more than 20 %.

11. Miscellaneous

(1) This Contract and all of the parties' legal relationships are subject to the laws of the Federal Republic of Germany to the exclusion of UN Convention on Contracts for the International Sale of Goods (CISG).

(2) The place of performance and sole place of jurisdiction for all disputes arising from this Contract is our place of business unless otherwise stipulated in the confirmation of the order and as long as the Buyer is a registered business in a commercial registry.

End of the General Terms & Conditions

Updated: June 2016.