

General Terms and Conditions

The internet order platform

The platform provides the vendor with a system for presenting product related and other information. The customer's order requests are forwarded to the vendor via this platform. Hölzel Diagnostika Handels GmbH reserves the right to develop and change the design and functionality of the platform at its own discretion. Hölzel Diagnostika Handels GmbH may regularly publish updated versions of the platform. The rights and obligations of Hölzel Diagnostika Handels GmbH are limited to the services described in these terms and conditions. Hölzel Diagnostika Handels GmbH shall not become the vendor's agent or representative.

I. Order and Supply Organisation

1. These General Terms and Conditions apply to every juristic person, which enters the platform as a customer or potential customer. Private persons and households are not allowed to order and will not be provided with any of our goods. The general information's provided with each order must be complete and true. With his order the buyer accepts our general terms of sale.
2. Delivery contracts will only get valid through our order confirmation. The customer commits himself to verify the order confirmation and to tell us, if there should be any deviations from the order confirmation, the customer should report this self-reliantly to Hölzel Diagnostika. If misdeliveries are recognized after the arrival of the goods, we reserve the right to charge the customer for the return transport.
3. The deliveries are solely made upon our terms and conditions. Customer derivations are only binding, if we have been confirmed in a written form in advance by Hölzel Diagnostika. Any consulting through Hölzel Diagnostika has to be seen as a non-binding consideration. It will not unfetter the client from his duty to proof the goods for its intended purposes. If our terms and conditions are not complied by the customer, Hölzel Diagnostika Handels GmbH is allowed to cancel the order and possibly claim compensation. This applies especially for cases of delayed payments, bankruptcy or agreement proceedings.

II. Prices

1. The prices presented on our online platform are valid as long as nothing different is confirmed. Transportation and insurance costs are chargeable to the customer and will be mentioned on the order confirmation and the invoice. Prices are based on the actual decisive costs, which occur on the date of the buying contract. (Shipping charges valid from 01.07.2014: Germany 20.00 Euro, EU & Worldwide will be calculated according to weight and destination). Prices are without taxes.

III. Performance and Delivery

1. In general Hölzel Diagnostika Handels GmbH procures products from the vendor/supplier upon receipt of an order from the customer. The characteristics of the products are defined on the platform by the information provided by the vendor. The nature and texture of the products are prevailingly stated through the pdf manuals / product information of the vendor/supplier.
2. As long as not agreed otherwise, Hölzel Diagnostika will choose the appropriate dispatch and packing type. With the handover to the forwarder, at the latest with leaving the headquarters, the transportation risk will be transferred to the customer. This applies also for FOC deliveries and franco deliveries.
3. We are entitled to use part deliveries.

4. To fulfill call-off orders we are allowed to order the whole amount en masse at our suppliers. Eventual changes of the order could not be taken into account, in this case, except it was confirmed otherwise in advance and in written form. If the goods will not be demanded by the customer, as confirmed in the contract, Hölzel Diagnostika is entitled to invoice the missing amount, after an appropriate period of grace.

IV. Liability

1. First the inner and outer qualities of the goods, in particular their quality and sort are determined in accordance with the agreed references to standards and grades to similar regulations and information, such as: grades, dimensions, weights and speed-usable goods, information on drawings and illustrations.

V. Retention of title

1. The delivered goods remain the property of Hölzel Diagnostika GmbH until full payment.
2. Collateral assignment and security selling or pledging the goods under retention of title is not allowed. Through the acquisition of assets in a current account balance by restoration and recognition of the right of ownership is not affected.

VI. Complaints and warranty

1. Complaints should be made by the buyer no later than one week after receipt of the goods. Applicable is the date of the complaint. Defect goods must be made available for Hölzel Diagnostika. But in general the return of the goods has to apply our written declaration of consent. To clarify the complaint and possible sources of error, the customer agrees to make his measured data completely available to the manufacturer of the product. After examination of procedural errors by the manufacturer, there may be compensation in the form of providing perfect replacement products or a credit note. If the manufacturer comes to the conclusion that the product has worked flawlessly, but was used improperly by the customer, a refund or replacement is impossible.
2. For durable goods, e.g. technical equipment applies: We pay for defective goods by repair or replacement, at our discretion. If subsequent performance fails, the customer can choose between the following warranties: reduction of the purchase price (reduction) or cancellation of the contract (withdrawal). For a minor breach of contract, especially with only minor defects, the customer has no right of withdrawal. Repair is carried out from headquarters on freight paid submission. Excluded are claims that are caused due to normal wear, abuse, overuse and changes to products or similar influences. The customer has to announce obvious defects within a period of 2 weeks from receipt of the goods in writing, otherwise the assertion of any warranty claims are excluded. Hidden defects cannot be announced anymore after one years' time after delivery of the goods. If the customer opts cancellation of the contract, because of a legal or material defect, after failed subsequent supplementary performance, he shall not be entitled to get compensation claims for the defect. We provide a warranty for a period of one year from the date of delivery. For used goods, the warranty is excluded.

The client can only make claims for the removal of defects in assembled parts and for the removal of defects itself until the expiry of the period of limitation, an extension of the warranty will not be affected. The customer bears the full burden of proof for all claims, in particular for the defect itself, for the time of discovery of the defect, the timeliness of the complaint and for

the existence of the defect from the time of deliver. He must also prove that a defect is not obvious. As condition of the goods only the product description is seen as agreed upon. Public statements, recommendations or advertisements of third parties do not represent contractual quality specifications of the goods. If the client receives an incorrect assembly instruction or manual we will only be held responsible for providing a correct assembly instruction or manual and only in case of the fault in the assembly instruction or manual being opposed to the correct assembly or use. The customer won't be granted a judicial warranty. We will however provide the opportunity of concluding a maintenance contract with service packages, which include a separate warranty. In case of delivery of third party products, the warranty conditions of the sub-contractor will be considered as agreed upon in addition to our conditions. Within our warranty we will provide a replacement only within a range, which has also been approved by our supplier. We reserve the right to conduct necessary modifications and improvements.

Specifications from prospects and scale drawings can only be seen as binding as far as they have been explicitly confirmed by us for being significant for a particular delivery.

VII. Payment

1. For customers from Germany, Austria and Switzerland. Our invoices are due within 30 days net, beginning with the date of the invoice. For customers from other countries than the previously mentioned we reserve the right to ask for prepayment. The date of payment has been met, if the amount being necessary to settle the account is available to us within the aforementioned period of time. A discount deduction is not allowed for shipping and package costs or in case the buyer has already delayed previous payments at the point of discount. Payments by bill of exchange or check are also not discountable.
2. By exceeding the date of payment, at the latest from default onwards, we are entitled to charge interests in the amount of the given official discount rates for overdraft credits, but at least in the amount of 8 percent above the base rate. The enforcement of any further damage caused by default will be reserved.
3. In case it becomes evident after the conclusion of a contract that our claim for payment will be jeopardized by the buyer's lack of ability to pay we are entitled to the laws from § 321 BGB (defense of insecurity).
In this case we will also be entitled to demand all mature non limited claims from the current business relationship with the buyer immediately and to revoke the authorization to confiscate as per paragraph V/5. In case of default we are also entitled to claim back the goods after setting an appropriate grace period

and to prohibit any resale and further processing of delivered goods. Returning the goods will be no cancelation of the contract. All these aforementioned legal consequences can be avoided by the buyer by payment or deposit in the amount of our jeopardized claim for payment.

The regulations of the Insolvency Code remain unaffected by the aforementioned policies.

VIII. Liabilities

1. The buyer agrees upon the aforementioned terms of sale by placing an order. Differing terms for the buyer and verbal agreements are only legally binding for us if they explicitly have been confirmed by us in written form. The possible legal ineffectiveness of a part of these sale terms has no effect on the validity of the rest of the content of these aforementioned terms.

IX. Rights

1. The buyer will receive absolutely no rights to use the brands or other industrial property rights from Hölzel Diagnostika GmbH or the suppliers. By purchasing our products the buyer will receive absolutely no rights regarding patents or licenses. As far as there is a presentation of brands, other industrial property rights or intellectual property of third parties on the platform they will remain the property of the particular owner. The right of access to the platform will contain no rights for the buyer to duplicate or to use these kind of rights in any way.

X. Privacy

1. The buyer's data, which is received within the context of the usage of the internet-order-platform, will be handled confidentially and within legal requirements by Hölzel Diagnostika Handels GmbH. The data being circulated to third parties is out of the question.

XI. Place of performance and place of venue

1. Place of performance is our company. Place of venue for merchants is the domicile of our headquarters. We are also able to sue the buyer at his/her place of venue.

XII. Miscellaneous

1. Should any clause of this agreement be ineffective or become ineffective, the effectiveness of the remaining clauses will remain unaffected. The place of the ineffective clause will be taken by an effective clause which is as close as possible to the ineffective one's sense and intention.
2. All goods delivered by Hölzel Diagnostika Handels GmbH may only be used for research. The goods may only be used in adequately equipped laboratories by professionally trained personnel.