

# General Terms and Conditions for the sale of laboratory supplies

of inveox GmbH

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## 1. Applicability

- 1.1. The execution of all contracts between inveox GmbH, Lichtenbergstraße 8, 85748 Garching/Munich, Germany, and the customer designated in the order confirmation of inveox or, in the event of immediate conclusion of the contract, from the respective order form (see clause 2), with respect to the sale of laboratory supplies (products) shall be subject exclusively to these General Terms and Conditions (GTC). Any conflicting or additional terms and conditions by the customer shall not become part of the contract, unless inveox has expressly agreed to their validity. The latest version of the GTC shall also apply to all future agreements with the customer.
- 1.2. These GTC shall only apply to companies (§14 German Civil Code), legal entities under public law and special funds under public law within the meaning of §310 (1) German Civil Code. They explicitly do not apply to consumers (§13 German Civil Code).

## 2. Conclusion of contract, scope of performance, written form

- 2.1. Orders placed by the customers, including but not limited to means of submitted order forms, shall be deemed to be an offer by the customer, unless in individual cases the contract shall be concluded immediately, for example by mutual signature. Inveox may accept such an offer within four (4) weeks upon receipt.
- 2.2. Unless otherwise agreed, the scope of performances (including the type of product, quantity, price) owed shall be exclusively defined in the order confirmation issued by inveox or, in the event of immediate conclusion of the contract, in the respective order form and these GTC.
- 2.3. The customer grants inveox permission to use his name and to print a company logo, irrespective of the medium, for the purposes of self-advertising and customer information, unless there are important reasons to the contrary.
- 2.4. All agreements as well as subsequent conflicting or supplementary agreements must be made in writing to become effective. To comply with the written form requirement within the meaning of these GTC electronic form and text form shall be sufficient.

## 3. Terms of payment, right of retention, offsetting, plea of uncertainty

- 3.1. Prices indicated by inveox within the Federal Republic of Germany include delivery and transport costs and customs duties, but are exclusive of the applicable statutory value added tax. For a delivery outside the Federal Republic of Germany, the prices indicated do not include any additional delivery and transport costs and customs duties, and exclude any applicable statutory value-added tax. Such additional costs and, if applicable, the statutory VAT rate applicable on the invoice date will be invoiced separately to the customer.
- 3.2. Services provided by inveox shall be due for payment immediately and without deduction; payment periods indicated in the invoices shall not be deemed as due dates.
- 3.3. Payments shall be made cashless to the bank account shown on the invoice as determined in the order form. In case of a prepayment the order shall be processed and shipped after receipt of payment.
- 3.4. The customer agrees that he will not receive hard-copy invoices and that inveox will send an electronic invoice in accordance with the legal requirements to the e-mail-address provided by the customer.
- 3.5. Inveox shall be entitled to refuse to perform any and all services arising out of the business relationship as long as the customer is in default with his payment obligations. The customer shall only be entitled to offset or withhold payments if his counterclaim is undisputed, acknowledged or legally established.

- 3.6. Should the customer be in default, interest on arrears shall be charged at a rate of nine (9) percentage points per annum above the respective base interest rate of the European Central Bank of the previous twelve (12) months. Irrespective of the assertion of default interest, inveox reserves the right to claim damages against the customer. The customer shall be entitled to prove that inveox has suffered zero or only minor damage as a result of the default in payment.
- 3.7. Should inveox be obliged to perform in advance, performance may be refused – without incurring default – if, after conclusion of the contract, circumstances become apparent which allow the conclusion to be drawn that the customer will not be able to fulfil his quid pro quo, in particular his payment obligations. In this case inveox shall be entitled to set a reasonable deadline within which the customer shall perform payment or provide security concurrently with the performance of the service. Should the deadline expire without fulfilment, inveox shall be entitled to withdraw from the contract and to demand compensation for the damage incurred or for futile expenditure incurred.
- 3.8. Should inveox be obliged to perform in advance, inveox shall retain title to the products delivered until the purchase price (including value-added tax and shipping costs) for the product concerned has been paid in full. Resale, pledging, transfer of ownership by way of security or other disposition of the item sold by the customer shall not be permitted without the prior written consent of inveox as long as the title of retention exists. If the customer is in default of payment, inveox shall be entitled to demand the return of the retained product, provided that inveox has withdrawn from the contract.

#### **4. Delivery, Dates, reservation of self supply, default on the part of inveox, operational readiness**

- 4.1. Deliveries are made ex works (Incoterms EXW).
- 4.2. The time of delivery shall be specified in the order confirmation of inveox or, in the event of immediate conclusion of the contract, in the respective order form. Unless otherwise agreed, all delivery and service dates stated are non-binding. The final dates shall be announced by inveox within a reasonable period of time. Inveox shall be entitled to make partial deliveries and render partial services; any claims of the customer due to default of performances shall not be affected thereby.
- 4.3. All obligations of delivery by inveox are subject to the proviso that inveox itself is supplied in a timely and correct manner. In the event of inveox not being supplied in a timely or correct manner through no fault of its own, or in the event of incorrect or untimely self-supply, and in the event of other impediments for which inveox is not responsible, inveox shall be entitled to postpone the delivery or performance - without delay - for the duration of the impediment caused. Section 7 shall apply to claims for damages in the event of a delay in delivery.
- 4.4. Goods, services and data may be subject to import restrictions. The customer is responsible for obtaining an import permit if required.

#### **5. Product specifications**

- 5.1. The customer shall use the products exclusively in accordance with all applicable laws, guidelines and regulations.
- 5.2. Unless otherwise provided in these GTC, in the order confirmation from inveox or, in the event of immediate conclusion of the contract, in the respective order form, inveox shall not be liable for the use of the product intended by the customer.
- 5.3. These GTC also apply to the sale of medical devices or in-vitro diagnostics to the customer. The customer may only use and market such products to the extent that is covered by the certification/approval and agreed between the contracting parties in the order confirmation of inveox, or in the event of immediate conclusion of the contract, from the respective order form. In case of doubt, inveox will provide the customer with further information.
- 5.4. The customer shall not alter or manipulate the product and shall use it exclusively in accordance with the instructions for use or the intended use. The customer is not permitted to disassemble the product (reverse engineering). Any information obtained in this manner is confidential information of inveox and falls under point 9.2.

#### **6. Notification of defects and rights, ownership of exchanged items**

- 6.1. The customer must inspect the product immediately after delivery (according to § 377 HGB). In order to preserve his rights in regard

to defects, the customer shall notify inveox in writing of any obvious defects within five (5) days of delivery or acceptance, and of hidden defects within five (5) days of their discovery. The notification of defects must contain a description of the defects as well as evidence of the defects in the form of printouts or other documents.

- 6.2. The customer shall provide inveox with all information required for the elimination of defects.
- 6.3. The products must essentially comply with the performance description in the order confirmation of inveox or, in the event of immediate conclusion of the contract, from the respective order form. Subject to applicable laws, inveox shall not be liable for defects which do not substantially reduce or limit the value or the agreed and permitted fitness for use of the products (e.g. minor or insignificant deviations from the agreed or assumed properties or minor im-pairments of use), unless this has been agreed separately in writing.
- 6.4. Malfunctions as a result of (i) incorrect and/or improper operation or use of products not approved by inveox; (ii) use of products for purposes other than those contractually agreed or assumed (in particular multiple use of dis-posable products); (iii) normal wear and tear (unless inveox was not obliged to maintain the product in a condition suitable for use in accordance with the contract) and (iv) the effects of third parties or as a result of force majeure (damage caused by accident, water, fire, lightning, overvoltage, short circuit) are not defects that are covered by war-ranty law.
- 6.5. Warranty claims shall become statute-barred one (1) year after delivery of the respective product, except in the case of defects that have been fraudulently concealed or caused intentionally or by gross negligence. §§ 478, 479 BGB remain unaffected.
- 6.6. Should a defect occur within the warranty period, inveox may, at its discretion, deliver a replacement or remedy the defect within a reasonable period of time.
- 6.7. Once supplementary performance has been effected, the warranty period shall continue to run; a new warranty period shall not be initiated.
- 6.8. In the event that a notice of defect is unjustified, the customer shall reimburse inveox for any expenses incurred.
- 6.9. The customer may withhold payments in the event of a defect in a proportionate scope only if the justification of the notice of defect is undisputed, acknowledged or legally established. The customer shall have no right of retention if his claims for defects have become statute-barred and are not undisputed, acknowledged or legally established.
- 6.10. The customer's right to withdraw from the contract shall be excluded if inveox is not responsible for the circum-stance entitling it to withdraw. In the event of an impossibility to provide a defect-free service for which neither party is responsible, the customer shall remain entitled to withdraw from the contract subject to the statutory requirements.
- 6.11. Unless otherwise agreed, inveox shall acquire ownership of the spare parts replaced by inveox within the scope of deliveries and services or the rectification of defects.
- 6.12. In the event that the products are returned, the customer shall initially bear the costs of shipping, packaging and/or customs duties. If the defect in the product is covered by the warranty right agreed herein, the costs of return shipment, packaging materials and/or customs duties shall be borne by inveox.

## **7. Third-party property rights**

- 7.1. inveox is not aware that the use of the products by the customer in Germany or the EU is subject to third-party industrial property rights. inveox shall notify the customer without delay of any third-party industrial property rights that might conflict with the agreed use of the products and the intellectual property rights contained therein.
- 7.2. If claims are asserted against the customer by a third party on the basis of or in connection with an alleged in-fringement of rights for which inveox is responsible, inveox shall, at its discretion, either obtain a right of use for the services concerned within a reasonable period of time or modify them in such a way that they do not infringe the industrial property right, but the services remain equivalent. Claims for damages against inveox in the event of de-fects of title shall be governed by Clause 8. In all other respects, the customer's rights in the event of defects of title shall be governed by the statutory provisions, unless otherwise provided in these GTC.

**8. Liability for damages of inveox**

- 8.1. inveox shall be liable without limitation in accordance with the statutory provisions for compensation in the event of: (i) fraudulent concealment of defects; (ii) intentional and grossly negligent breaches of duty; (iii) injuries to life, body and health for which inveox is responsible; (iv) damages caused by delay as defined by mandatory law (e.g. Product Liability Act); and (v) damages caused by delay as defined by § 288 para. 6 BGB (German Civil Code) and justified in the costs of legal action.
- 8.2. In addition to the cases regulated in clause 8.1, inveox shall be liable in accordance with the statutory provisions for damages in the event of a culpable breach of material contractual obligations, the fulfilment of which is essential to the proper execution of the contract or the breach of which jeopardises the achievement of the purpose of the contract and on the observance of which the customer regularly relies. However, this liability shall be limited to the damage that inveox normally had to expect at the time the contract was concluded based on the circumstances known to it at that time.
- 8.3. Any liability of inveox for damages beyond the scope of clauses 8.1. and 8.2. - regardless of the legal basis - is hereby excluded.
- 8.4. Any contributory negligence on the part of the customer shall be taken into account in the event of liability on the part of inveox. inveox shall not be liable for damages caused solely by breach of these GTC or the contract, by errors or improper use of the product by the customer or users, or which are solely outside the scope of responsibility of inveox.
- 8.5. Notwithstanding the exclusions and limitations of liability pursuant to clauses 8.1. to 8.3. the relevant agreements shall apply in the event of an agreed no-fault obligation to assume liability (e.g. guarantees).
- 8.6. The provisions of clauses 8.1. to 8.5. shall apply mutatis mutandis in favour of the legal representatives and vicarious agents of inveox, should these be directly liable to the customer.

**9. Vicarious agents, Secrecy and Data protection**

- 9.1. inveox shall be entitled to involve vicarious agents in the performance of its services.
- 9.2. The contracting parties shall keep all confidential information secret for an indefinite period of time, in particular business or company secrets to which they gain access in the course of the business relationship. They will only use such information and pass it on to third parties to the extent that this is necessary to achieve the purpose of the contract. Employees as well as other vicarious agents of the contractual partners are to be obligated in this regard.
- 9.3. The contracting parties shall observe the data protection regulations to which they are respectively subject, in particular the GDPR and the applicable national data protection regulations (e.g. BDSG in Germany). Insofar as inveox processes personal data on behalf of the customer, the parties to the contract shall conclude a contract processing agreement.

**10. Force Majeure**

- 10.1. The parties shall not be liable for non-performance of contractual obligations insofar as they can prove that the non-performance was caused by an event beyond their control and that the event or its consequences could not have been foreseen at the time the contract was concluded.
- 10.2. In particular, the following is to be understood as an event within the meaning of point 10.1:
- a. War, riot and sabotage,
  - b. Natural disasters, such as severe storms, floods, damage caused by lightning,
  - c. Explosions, fire, destruction of machinery or equipment,
  - d. Measures of any kind ordered by public authorities.
- 10.3. The Party affected by Force Majeure shall promptly notify the other Party in writing of any such circumstance by providing documents evidencing the Force Majeure occurrence. In such notification, the party concerned shall specify the contractual obligations which it is unable to fulfil as a result of the said occurrence and the period during which it will be unable to fulfil those obligations.

- 10.4. Should the information provided by a Party which is affected by Force Majeure indicate that said Party will be unable to perform its obligations under this Agreement for a period exceeding one (1) month, the other Party may withdraw from this Agreement by giving fourteen (14) days written notice to the Party affected by the Force Majeure.

**11. Choice of law, place of jurisdiction**

- 11.1. German law applies, excluding the provisions of international private law. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply.
- 11.2. In the event that (i) the Customer is a merchant, legal entity under public law or special fund under public law or (ii) the Customer has no general place of jurisdiction in Germany, the Regional Court of Munich I shall be the exclusive place of jurisdiction for all disputes arising from or in connection with these GTC or the contractual relationship, unless a statutory exclusive place of jurisdiction exists which remains unaffected. The mutual right to assert claims against the respective other contractual partner at his general place of jurisdiction remains unaffected.

**12. Miscellaneous**

Should any provision of these GTC be legally invalid or unenforceable, this shall not affect the validity or enforceability of any other provision of these terms and conditions. In such case, the parties to the contract shall replace the invalid or unenforceable provision with a valid and enforceable provision that comes closest to the economic meaning of the invalid or unenforceable provision.