

## TERMS AND CONDITIONS OF PURCHASE

**The following general terms and conditions shall govern all purchase contracts and other contracts for deliveries and services, which are concluded by one of the German companies in the DWK Life Sciences GmbH (hereafter “DWK”) as buyer or principal with a third party (hereinafter the “Supplier”), provided that for the Supplier these purchase contracts and other contracts for deliveries and services are part of its commercial or entrepreneurial activity. However, they do not apply to building work or employer-employee relationships.**

### **1. Priority**

Unless agreed otherwise in writing between DWK and the Supplier, the legal relationships between the Supplier and DWK for the transactions described above shall exclusively be based on these general terms and conditions. Contradictory or supplemental general terms and conditions of the Supplier shall not apply even if they are not subject to an express rejection by DWK, in particular the acceptance of ordered goods or payment for such goods without objection does not constitute the acceptance of DWK to such general terms and conditions of the Supplier.

### **2. Written form**

All orders and contracts, as well as their amendments or supplements shall always be in written form.

### **3. Cancellation**

DWK is entitled to cancel its order (proposal for the formation of a contract) free of charge, if the Supplier does not accept the proposal without any amendments within two weeks after receipt.

### **4. Deadlines**

a. Agreed deadlines for deliveries and services are binding. If delays are anticipated or have occurred, the Supplier must immediately notify DWK.

b. If the delivery deadline is exceeded due to the fault of the Supplier (default), DWK shall be entitled to claim damages, notwithstanding any other rights it might have.

c. In the event that the Supplier still does not deliver or perform its contractual obligations following the expiry of a reasonable extension period set by DWK to enable the Supplier to render supplementary performance, DWK shall be entitled to appoint a third party to fulfil the contract and demand compensation for any necessary expenses and additional costs from the Supplier. In addition, DWK has the right to demand damages in place of performance. The right of the Supplier to render supplemental performance is barred and the obligation of DWK to accept such performance is lifted, as soon as DWK obtains, by way of self-remedy, a

replacement for the unperformed contractual obligations or claims damages in place of performance.

## **5. Prices**

The prices are fixed prices. They include all costs and expenditures related to the deliveries and services to be provided by the Supplier.

## **6. Processing and delivery**

a. The Supplier shall only be permitted to award sub-contracts with the consent of DWK, unless the sub-contracting relates to standard parts only. The unapproved awarding of sub-contracts constitutes a material contractual breach and entitles DWK to rescind the contract, notwithstanding any other claims for damages or for any resulting loss.

b. DWK's orders, purchase orders and call-off orders are binding with regard to the type and quantity of the ordered goods and the delivery time. Partial deliveries require the consent of DWK.

c. Each delivery must include a delivery note, which indicates the DWK order number and a description of the items contained in the relevant delivery, according to type and quantity.

d. Regarding any devices, a technical description and operating instructions shall also be included free of charge. In respect of software products, the delivery obligation is only fulfilled when the complete (technical and user) documentation has been delivered. Regarding software programs that have been specifically created for DWK, the program must also be supplied in source format.

## **7. Invoices, payments**

a. Invoices shall be submitted to DWK in duplicate, separately from the shipment; they must correspond to the wording of DWK's order descriptions and contain DWK's order number. The exact description of the ordering department (insofar as this is apparent for the Supplier) and the date of the order must also be set out on the invoices. Invoices, which do not contain all of these details, may be returned by DWK due to the lack of verifiability and no due date or deadline for payment shall be triggered.

b. Unless otherwise agreed on an individual basis, DWK's term of payment shall be 45 calendar days.

c. The term of payment for paying any invoiced amounts begins on the business day following receipt of a duly prepared and verifiable invoice or the receipt of the goods or services whichever is the latest. Missing delivery documents, receipt of the invoice by another department than the ordering department (provided that the ordering department was apparent for the Supplier) due to the invoice being wrongly addressed by the Supplier, incomplete details in/errors with the invoice will delay the commencement of the payment term by a period that equates to the number of days that are required to rectify the defects/errors caused by the Supplier.

d. No payments by DWK constitute an acknowledgement that the delivery or service were in compliance with the contractual terms. In the event of a faulty or incomplete delivery or service, and notwithstanding DWK's other rights, DWK shall be entitled to withhold payments on all claims of the Supplier arising from the business relationship, to an appropriate extent, without compensation, until proper supplementary performance has taken place, without the loss of any rebates, cash discounts or similar payment reductions DWK is entitled to.

## **8. Legal regulations**

a. For all deliveries and services, the statutory regulations regarding product safety, namely the Hazardous Materials Ordinance (*Verordnung zum Schutz vor Gefahrstoffen*), the Regulation on the Avoidance and Recovery of Packaging Waste, the EU Regulation No 1907/2006 regarding Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH-Regulation), the EU Regulation (EC) No 1272/2008 on Classification, Labelling and Packaging of Substances and Mixtures (the CLP-Regulation) as well as the safety recommendations by the responsible, German professional bodies or professional associations, in particular VDE, VDI, DIN as well as the applicable technical state of the art from time to time shall be complied with. Relevant certificates, permits, test certificates and other documents evidencing conformity, including any information to be supplied according to article 33 et seqq. of the REACH-Regulation shall be included free of charge. Such information also to include a declaration that the materials and packaging delivered does not contain any substances that are included on the candidate list of substances proposed for identification as Substances of Very High Concern (SVHC) or fall within the meaning of prohibited substances or are liable to registration according to the REACH-Regulation.

b. The Supplier shall be solely responsible for complying with occupational health and safety regulations and accident prevention regulations when making a delivery or rendering a service. Any safety devices as well as any instructions issued by the manufacturer required to comply with these provisions must be included free of charge.

## **9. Transfer of risk, acceptance, proprietary rights**

a. The risk shall transfer to DWK, with respect to a delivery not including any setting-up or installation, upon receipt of the goods at the delivery address specified by DWK, with respect to a delivery including a setting-up or installation as well as in respect of a contract for work and labour upon acceptance by DWK of the performance rendered. The acceptance shall be documented in an acceptance protocol to be signed by both parties within a reasonable time frame following discharge of the contractual obligations owed (formal acceptance). Mere commissioning or use by DWK shall by no means replace the formal acceptance.

b. With delivery of goods subject to reservation of title, DWK shall be entitled to an onward sale within the ordinary course of business. Not later than upon payment of the full remuneration to the Supplier, will the complete transfer of title on the goods to DWK/its customer occur.

## **10. Inspection and complaint obligation, investigation cost**

a. Defects of the goods delivered or services rendered will be notified to the Supplier immediately after their discovery following the procedures of an ordinary course of business. Regarding apparent defects or defects discovered following a due inspection which are notified by DWK within two weeks following receipt of the goods or services rendered as well as hidden defects, which are notified within two weeks following their discovery, the Supplier waives its right to the objection of a delayed notification of defects (s 377 of the German Commercial Code).

b. The inspection of goods shall be carried out as spot-checks.

c. DWK is entitled to fully reject the delivery, if the agreed minimum threshold for quality (*Grenzqualitätswert*) is not reached or the quality owed according to the applicable technical state of the art is not reached, or to test the delivery in its entirety (100%), at the expense of the Supplier.

d. If DWK returns defective goods to the Supplier, notwithstanding the actual amount of the resulting costs incurred, DWK shall be entitled to re-charge the Supplier with the invoice amount, plus a flat-rate lump sum equal to 5% of the price of the defective goods. However, the lump sum shall be limited to a maximum amount of €550 per delivery. Each party shall have the right to prove that the actual costs for the return of the goods are higher or lower.

## **11. Warranty for physical and legal defects**

a. Defective deliveries or services must be immediately rectified, at the option of DWK, by means of delivering a non-defective item/non-defective repetition of the service (supplemental delivery) or by rectification of the defect (remedy of the defect and remedy of the defect and supplemental delivery each supplementary performance). The supplementary performance will be regarded as having failed (ss 440, 636 BGB of the German Civil Code) if the defect is still not rectified after the second attempt at supplementary performance. In the case of a design defect or faulty design, supplementary performance will be regarded as unreasonable (ss 440, 636 BGB of the German Civil Code) and will entitle DWK to immediately assert the rights envisaged in clauses 11 c) and d).

b. After the unsuccessful expiry of an adequate grace period set by DWK for supplementary performance, DWK shall be entitled to rectify the defect and any resulting damage itself or have it rectified by a third party, in each case at the expense of the Supplier. The setting of the grace period can be dispensed with if the supplementary performance is frustrated or has failed, if the Supplier seriously and ultimately refuses the supplementary performance as such, or rejects rectification or subsequent delivery due to disproportionate costs, if it is unreasonable for DWK to accept the specific type of supplementary performance, or if special circumstances (including particular urgency or risk of higher losses) exist, which, taking into account the mutual interests of both parties, justify immediate rectification of defects by DWK or third parties.

c. To the extent that DWK does not choose self-remedy, DWK shall have the option to either rescind the contract or reduce the contractual remuneration (reduction) after

the unsuccessful expiry of an adequate grace period set by DWK for supplementary performance. Any claims for damages by DWK shall remain unaffected by exercising this option.

d. Delivered goods and services must be free from any rights of third parties. Regarding the delivery of data processing programs, the Supplier must ensure that he holds all necessary rights, particularly industrial property rights, for making the program available and that it can grant DWK all necessary rights for the utilization of the program. In the case of legal defects, the Supplier shall also be obliged to render supplementary performance, which can in particular include the obtaining of all necessary licences or consents from the owners of the rights to the subject matter of the contract.

e. Unless agreed otherwise, the warranty period for defects is 24 months from the date that the risk is transferred, pursuant to clause 9 a). The term of the warranty period will be suspended beginning from the date that DWK sends the notification of the defect to the Supplier and ends on the date that the defect is rectified or upon receipt of the declaration by the Supplier that it finally refuses to rectify the defect. If the Supplier should rectify a defect that is not just minor by means of remedy or supplementary delivery (the supplementary performance), the warranty period set out in sentence one will begin to run again beginning on the date of the receipt of the new delivery or the completion of the performance required to rectify the defect, to the extent that the same defect or consequences of a faulty supplementary performance are concerned, provided that the Supplier has not disputed the defect and when providing the supplementary performance expressly declared that the supplementary performance was undertaken voluntarily without any admission of a legal right

f. Any legal claims and rights, which DWK is entitled to as the principal, shall otherwise remain unaffected.

## **12. Recurring defaults**

If the Supplier should provide the same or similar deliveries or services in a defective or delayed manner repeatedly, in spite of a prior written warning by DWK, supplementary performance will be regarded as unreasonable and DWK shall be entitled to rescind the contract without further ado, such rescission shall also be valid regarding deliveries and services, which the Supplier is still obliged to provide to DWK in the future according to the same contractual relationship or any other contractual relationship.

## **13. Indemnity regarding defects and legal defects**

The Supplier shall indemnify DWK from all claims, which third parties assert against DWK – regardless of the legal grounds – due to a defect or legal defect, which is the fault of the Supplier, or due to a lack of a guaranteed quality for a product delivered by the Supplier or a service provided by the Supplier, and will hold harmless DWK and reimburse DWK in respect of any costs required in the course of any legal dispute being a result thereof.

#### **14. Technical documents, tools, resources**

a. Insofar as DWK holds any industrial property rights, intellectual property rights or any other exclusive right in respect of any technical documents, tools, drawings, works standard sheets, etc., it will retain the legal and beneficial ownership in such rights. To the extent that it is necessary for processing an order, DWK shall grant the Supplier a temporary, non-exclusive licence to use the above mentioned rights, such licence will terminate as soon as the order is completed. Technical documents, tools, works standard sheets, resources, etc. shall remain the exclusive property of DWK. They shall, including any duplicates or copies, which may have been produced, be voluntarily sent back to DWK immediately after the completion of an order. In this regard, the Supplier shall not be entitled to any right of retention vis-à-vis DWK. The Supplier shall only be permitted to use the mentioned items for processing the order and may only disclose or otherwise make them accessible to third parties with the express consent of DWK and subject to the third party being made to undertake to maintain secrecy, in accordance with the duties of the Supplier set out in these general terms and conditions or as otherwise agreed with the Supplier. The same shall apply to the information contained in these items (business secrets and know-how). Any duplication or copying of the above mentioned items or disclosure of the information contained in them shall only be permitted if it is absolutely necessary for processing the order placed by DWK.

b. If the Supplier produces the items mentioned in 14 a) in whole or in part at the expense of DWK, subsection 14 a) shall apply accordingly to these items. In this case, DWK shall share proportionately in the manufacturing costs and will acquire co-ownership in the items, in the proportion of its share of the total costs. The Supplier shall transfer to DWK, the co-ownership of all items manufactured for DWK, in this proportion, and shall keep the item free of charge (in respect of the co-owned part) on behalf of DWK, as the indirect owner. DWK shall be entitled at any time to acquire the ownership or that part of the ownership not yet owned with regard to any such item, subject to reimbursement of any expenditure not yet amortised, and demand the release of the item from the Supplier. If the Supplier should acquire any intellectual property right, industrial property right or other exclusive right as a result of the manufacture for DWK of any items mentioned in clause 14 a), it hereby transfers such rights to DWK. Insofar as such a transfer is not legally permissible, the Supplier hereby grants DWK the exclusive rights of use to these rights, which are valid throughout the universe in perpetuity.

#### **15. Provision of material**

a. Material, which is provided by DWK shall remain the property of DWK and shall be kept by the Supplier, free of charge and applying the care of a prudent businessperson, separately from the Supplier's goods, be insured at the Supplier's expense and clearly marked as DWK's property. The material may only be used for processing an order placed by DWK.

b. If the Supplier should process the material provided by DWK or change its form, this activity will take place exclusively on behalf of DWK as manufacturer. DWK shall become the direct owner of the resulting newly created items. If the provided material should only be a part of the new items, DWK shall acquire the co-ownership of the

new items in such proportions as the value of the material provided by DWK has to the value of the remaining items used to create the new item.

## **16. Confidentiality**

a. The Supplier undertakes to treat information or know-how that he obtains in relation to submitting an offer/placement of an offer by DWK confidentially, like an entrusted business secret, and to not disclose it to third parties, unless the Supplier proves to DWK that he was already aware of this information when the offer was submitted/order placed or it was disclosed to him subsequently by an authorised third party not being subject to a confidentiality obligation or that it was generally accessible/became generally accessible subsequently, without such disclosure being the Supplier's fault and without him being responsible for it.

b. The manufacture of products that have been specifically produced for DWK or the exhibition of such products to third parties, in particular if such items were produced according to DWK's drawings or specifications for production, any disclosure regarding the subject matter of deliveries and services ordered by DWK and reference to a DWK order vis-à-vis third parties shall require the explicit, prior written consent of DWK.

## **17. Identification of goods requiring export approval**

The Supplier shall be obliged to label goods requiring export approval and specify the customs tariff number and the number from the German export list.

In its order confirmation or on its invoice, the Supplier will furthermore draw attention to the items that are subject to export approval or US re-export regulations and also notify DWK of the custom code number, in addition to the relevant export list number.

## **18. Place of performance, legal jurisdiction, law**

a. The place of performance is the delivery address specified in the orders or instructions.

b. The exclusive place of jurisdiction is Mainz, provided the Supplier is a merchant. However, in addition to this, DWK is also entitled to file legal action at the place of general legal jurisdiction of the Supplier.

c. The substantive law of the Federal Republic of Germany shall apply to the contractual relationship, subject to exclusion of the provisions regarding conflict of laws of the international private law and the UN Convention on the International Sale of Goods (CISG).