

## General Terms and Conditions of Sale

March 2024

### 1. General Remarks, Scope of Application

1.1 The present GENERAL TERMS AND CONDITIONS OF SALE AND SERVICE (hereinafter: "GTCS") shall apply to all business relations between our company, GlycoUniverse (the "SUPPLIER") with our customers (hereinafter: "BUYER" or "CLIENT") (each individually a "PARTY" and collectively the "PARTIES"). The GTCS shall only apply if the BUYER/CLIENT is an entrepreneur (§ 14 BGB/German Civil Code) a legal entity under public law or a special fund under public law.

1.2 The GTCS shall in particular apply to contracts concerning the sale and/or the delivery of movable objects (hereinafter also: "GOODS"), regardless of whether we produce the GOODS ourselves or purchase them from suppliers (§§ 433, 651 BGB/German Civil Code) and for our SERVICES.

The GTCS as amended from time to time shall be deemed to be a framework agreement and shall therefore also apply to future contracts concerning the sale and/or the delivery of GOODS or SERVICES with the same BUYER/CLIENT without us having to refer to them again in each individual case; in that case, we will inform the BUYER of any changes to the GTCS without delay.

1.3 Our GTCS shall apply exclusively. Any diverging, conflicting or additional general terms and conditions of the BUYER will only become a part of the contract if and in so far as we have expressly given our consent to the application thereof. The aforementioned consent is required in any case, also if, for example, we, having knowledge of the BUYER's general terms and conditions, providing the delivery without reservation.

1.4 Any individual agreements reached with the BUYER in the individual case (including collateral agreements, supplements and changes) shall always take priority over these GTCS. The content of such agreements shall be subject to a written contract or the written confirmation.

1.5 Any legally relevant declarations and notices which are to be made or given by the BUYER vis-à-vis us after conclusion of contract (e.g., fixing of time-limits, notices of defects, declaration of cancellation or reduction) must be made or given in text form in order to be effective (§ 126b BGB/German Civil Code). In so far as these GTCS mention that the legally relevant declarations or notices must be made or given in writing, the text form pursuant to § 126b BGB/German Civil Code shall suffice.

1.6 Any references to the application of statutory provisions are only made for clarification purposes. Therefore, statutory regulations shall also apply without such clarification unless they are changed directly or excluded expressly in these GTCS.

### 2. Quotation, Conclusion of Contract

2.1 Unless otherwise agreed in writing in the individual case, the offers made by us shall be subject to change without notice and not binding. This shall also apply if we have handed over catalogues, technical documentation (e.g., drawings, plans, calculations, references to DIN standards), other product descriptions or documents – also in an electronic form – to the BUYER, to which we reserve property rights and copyrights.

2.2 The BUYER's order for the GOODS shall be deemed to be a binding offer to enter into a contract. Unless otherwise

provided for in the order, we shall be entitled to accept said offer to enter into a contract within 14 days of receipt thereof by us.

2.3 We may accept the offer either in writing (e.g., by confirmation of order) or by execution of order to the BUYER.

### 3. Delivery Deadline and Default in Delivery

3.1 The delivery deadline is individually stipulated or indicated by us when accepting the order.

3.2 If we are unable to meet firm delivery deadlines for reasons beyond our control (impossibility of performance), we will inform the BUYER immediately and at the same time giving the expected new delivery deadline. If the performance is still not available within the new delivery deadline, we shall be entitled to withdraw wholly or partly from the contract; any consideration already paid by the BUYER will be reimbursed without delay. A particular instance of non-availability of performance in this respect is late delivery to us by our suppliers, if we have concluded a congruent covering transaction, neither we nor our suppliers are at fault or we are not required in a particular case to procurement.

3.3 The occurrence of default in delivery shall be determined by the statutory provisions. In this case however a reminder by the BUYER is necessary. If we are in default of delivery, the BUYER may demand lump-sum compensation for the loss he has thus suffered. The lump-sum compensation shall be 0.5 % of the net price (delivery value) per complete calendar week's default, yet be subject to a maximum of 5 % of the delivery value of the GOODS delivered late. We reserve the right to prove that the BUYER has suffered no loss at all or only a much smaller loss than the above lump sum.

3.4 The BUYER's rights according to Section 8 of these GTCS and our statutory rights, especially if the obligation to perform is excluded (e.g., impossibility or unreasonableness of performance and/or subsequent performance) shall be unaffected.

### 4. Delivery, Passing of Risk, Acceptance, Default in Acceptance

4.1 Delivery is Ex Works/EXW Potsdam (INCOTERMS 2020), which is also the place of performance. At the BUYER's request and expense, the GOODS will be sent to a different location (sale to destination according to BUYER's instructions – "CONSIGNMENT PURCHASE"). In the absence of any agreement otherwise, we are entitled to decide the method of transport (in particular the transport company, route and packaging).

4.2 The risk of accidental loss and accidental deterioration of the GOODS passes at handover to the BUYER at the latest. However, in the case of sale to a destination according to BUYER's instructions, the risk of accidental loss and accidental deterioration of the GOODS and the risk of default passes to the BUYER at handover of the GOODS to the forwarder, carrier or other person or organisation carrying out the shipping. Insofar as an act of acceptance is agreed on, then acceptance determines the passing of risk. The statutory provisions of the Werkvertragsrecht German Contract Law for Work and Labour shall apply analogously in other respects to an agreed acceptance. Default of acceptance by the BUYER shall be equivalent to

- delivery or acceptance.
- 4.3 If the BUYER is in default of acceptance, culpably breaches other duties to cooperate or delays delivery for reasons for which the BUYER is responsible, then we are entitled to demand compensation of the damage thereby caused, including any extra expenses (e.g., storage costs). In that case, we calculate a lump-sum compensation in the amount of 1 % per calendar week, as long as the lump-sum compensation is not obviously unreasonable, starting from the delivery deadline or - in absence of a delivery deadline - a notification regarding the readiness of shipment of the GOODS. Proof of greater damage and our legal claims (in particular the compensation of additional expenditures, appropriate reimbursement, termination) shall remain unaffected; the lump sum, however, is to be offset against further monetary claims. The BUYER retains the right to prove that we did not suffer any damage, or that the damage amounts to considerably less than the foregoing lump sum.
- 5. Prices and Terms of Payment**
- 5.1 Unless otherwise agreed in a particular case, our prices current at the time of conclusion of contract shall be valid on the basis Ex Works Potsdam (INCOTERMS 2020), in EURO exclusive of VAT at the rate in force. The current prices are exclusive of expenses, packaging-, import-, export-, transport- and insurance costs, as far as not otherwise agreed in the individual case.
- 5.2 In the case of sale to destination according to BUYER's instructions (Section 4.1) the BUYER shall bear the transport costs ex warehouse location plus the cost of any transport insurance requested by the BUYER. Any customs clearance or customs duties, fees, taxes and other public charges are for the BUYER's account. All packaging materials and all other packaging in accordance with the Verpackungsverordnung/Packaging Regulations are non-returnable and shall become the BUYER's property.
- 5.3 The purchase price is due and payable within 14 days from invoice date and delivery or acceptance of the GOODS, unless otherwise agreed in the individual case. In the case of contracts with a delivery value of more than EUR 10,000 we shall, however, be entitled to demand a down payment of up to 100 % of the purchase price. The down payment is due and payable immediately unless otherwise agreed in the individual case.
- 5.4 With expiration of the foregoing term of payment the BUYER will be in default. During the default period, interest at the statutory default interest rate at the time shall be due on the purchase price. We reserve the right to claim for any other default damages. Our claim against merchants for commercial interest after due date (§ 353 BGB/German Civil Code) shall not be affected.
- 5.5 The BUYER shall have rights of set-off or retention only if the claim has been determined judicially or is undisputed. In case of defects of the delivery the rights of the BUYER shall not be affected, especially Section 7.6 sentence 2 of these GTCS.
- 5.6 If at any time after conclusion of the contract, it becomes apparent that our claim for payment of the purchase price is jeopardised by the BUYER's inability to pay (e.g., due to an application to commence of insolvency proceedings), then we may refuse performance in accordance with the statutory provisions and – if necessary, after fixing a time limit – to withdraw from the contract (§ 321 BGB/German Civil Code). In the case of contracts for the manufacture of specific items ("MADE TO SPECIFICATION"), we can withdraw immediately; this shall not affect the statutory provisions concerning the dispensability of fixing a time limit.
- 6. Retention of Title**
- 6.1 We retain title of ownership over all the GOODS sold until full payment of all our current and future claims arising from the purchase agreement and current business relations ("SECURED CLAIMS").
- 6.2 GOODS subject to retention of title may not be pledged to third parties or assigned as security until the SECURED CLAIMS are paid in full. The BUYER shall inform us immediately in writing if and insofar as a third party executes attachment of our GOODS.
- 6.3 In the event of contract-breaching behaviour by the BUYER, in particular failure to pay the due purchase price, we shall be entitled according to the statutory provisions to withdraw from the contract and to reclaim the GOODS on the basis of the retention of title and the withdrawal. If the BUYER does not pay the due purchase price, we shall only assert these rights if we have previously set the BUYER an appropriate time limit for payment without result, or if such a time limit is redundant according to the statutory provisions.
- 6.4 Unless agreed otherwise, the BUYER is authorised to sell and/or process the GOODS subject to retention of title in the ordinary course of business. In this case the following terms shall also apply.
- (a) Retention of title extends to the full value of the products created by processing, mixing or combining our GOODS, whereby we are considered to be the manufacturer. In the event of processing, mixing or combining with third party GOODS whose retention of title remains, we shall acquire co-ownership in proportion to the invoice values of the processed, mixed or combined GOODS. Otherwise, the same rules shall apply to the product created as to the GOODS delivered under retention of title;
- (b) The BUYER hereby now already assigns to us as security the claims against third parties arising from resale of the GOODS or product, in total or, if applicable, in the amount of our co-ownership share according to the previous clause. We hereby accept the assignment. The BUYER's duties specified under 6.2 shall also apply with regard to the assigned claims;
- (c) The BUYER shall remain authorised to collect the claim in addition to ourselves. We undertake not to collect the claim provided the BUYER fulfils his payment obligations towards us, is not in default of payment, no application for insolvency proceedings is filed and his ability to pay is not otherwise impaired. However, if this is the case, we may request that the BUYER gives us details of the assigned claims and the debtors, provides all the information necessary for the collection, hands over the relevant documents and notifies the debtors (third parties) of the assignment;
- (d) If the realisable value of the securities exceeds our claims by more than 10 %, we shall release securities at the request of the BUYER at our discretion.
- 7. BUYER's Warranty Claims**
- 7.1 Unless otherwise provided below, the BUYER's rights in the event of defects or quality and legal imperfections in title (including incorrect and short shipments and incorrect installation or defective installation instructions) shall be governed by the statutory provisions. Statutory provisions for final delivery of the GOODS to a consumer shall remain unaffected in all cases (suppliers' recourse according to §§ 478, 479 BGB/German Civil Code).

- 7.2 The primary basis of our liability for defects is the agreement made concerning the quality of the GOODS. As the agreement concerning the quality of the GOODS shall be deemed all product descriptions (including those of the manufacturer) that were ceded to the BUYER prior to his order, or that were included in the contract as were these GTCS.
- 7.3 In the absence of any quality agreement, the existence or non-existence of a defect shall be assessed according to the statutory provision (§ 434 (1) numbers 2 and 3 BGB/German Civil Code). However, we shall not be held liable for any public statements by the manufacturer or other third parties (e.g., advertising).
- 7.4 The BUYER's warranty claims presuppose him/her to have fulfilled his/her statutory obligations of examination and notification (§§ 377 and 381 BGB/German Civil Code). If a defect is discovered during the examination or subsequently, notice thereof must be given to us immediately in writing. Notification is considered to be immediate if given within 14 days, whereby the time shall be deemed observed if the notification is sent in time. Irrespective of the above-mentioned obligation of examination and notification, the BUYER shall notify obvious defects (including incorrect and short delivery) within 14 days after delivery; the time shall be deemed observed if the notification is sent in time. Notification must be given in writing. If the BUYER fails to fulfil his statutory obligation of examination and notification as stipulated above, our liability for defects not notified shall be excluded.
- 7.5 If the delivered GOODS are defective, we can first of all choose whether to effect subsequent performance by removing the defect ("REPAIR") or by delivering GOODS free of defects ("REPLACEMENT"). Our right to refuse subsequent performance under the statutory conditions remains unaffected.
- 7.6 We are entitled to make the due subsequent performance conditional upon the BUYER's paying the purchase price due. The BUYER shall however be entitled to withhold an appropriate portion of the purchase price in proportion to the defect.
- 7.7 The BUYER shall allow us the necessary time and opportunity for due subsequent performance and shall, in particular provide the rejected GOODS for testing purposes. In the case of a REPLACEMENT delivery, the BUYER shall return the defective GOODS to us in accordance with the statutory provisions. The subsequent performance does not include the removal of the defective GOODS or the reinstallation if we were not originally obligated for the installation.
- 7.8 The expenses necessary in connection with examination and subsequent performance, in particular as regards transport, travel, labour and materials (not: removal and installation costs), shall be to our account if a defect actually exist. If it turns out, however, that the BUYER's request to have the defect corrected is unjustified, we reserve the right to demand reimbursement of the resulting expenses from the BUYER.
- 7.9 In urgent cases, e.g., if operational safety is jeopardised or for the avoidance of disproportionate damage, the BUYER may remedy the defect himself and claim reimbursement by us of the objectively necessary expenses incurred. We shall be notified of such an event without delay, if possible beforehand. The right of self-remedy shall not apply if we would have been entitled to refuse corresponding subsequent performance in accordance to the statutory provisions.
- 7.10 If subsequent performance is unsuccessful or a deadline to be set by the BUYER for subsequent performance has elapsed without result or may be dispensed with according to the statutory provisions, the BUYER may withdraw from the purchase agreement or reduce the purchase price. Insignificant defects however do not constitute a right to withdrawal.
- 7.11 The BUYER can only claim compensation or reimbursement of expenses incurred in vain as provided in Section 8; otherwise, such claims are excluded.
- 7.12 For the avoidance of doubt, defects in the Products resulting from misuse, abuse, or combination with other products not authorized by GlycoUniverse or as described solely in the user manual for the Product, as well as ordinary wear and tear, shall not be considered a defect for purposes of the Limited Warranties under this Agreement. The foregoing Limited Warranties shall further not apply to non-GlycoUniverse manufactured products. To the extent permitted by law and GlycoUniverse's agreements with the vendors of such non-GlycoUniverse manufactured products, GlycoUniverse hereby assigns and passes through, and agrees to assign and pass through, to Client any warranties received by GlycoUniverse with regard, for example to (i) the conformance of such non-GlycoUniverse manufactured products with the vendor's specifications; and (ii) such non-GlycoUniverse manufactured products' freedom from defects in materials and workmanship. If GlycoUniverse is not able to pass through any such warranties to Client, GlycoUniverse shall hold such warranties on behalf of Client and, in the event of a breach of such warranty, and if requested by Client, shall make claims under such warranties so that Client may benefit from their enforcement. The foregoing shall constitute GlycoUniverse's sole obligation, and Client's sole remedy, with respect to any non-conformance with specifications or defects in any non-GlycoUniverse manufactured products.
- 8. Other Liability**
- 8.1 Unless otherwise provided for in these GTCS, including the following provisions, we shall be liable according to the relevant statutory regulations in the event of breach of contractual and non-contractual duties.
- 8.2 We shall be liable for damages – on whatever legal ground – in the case of intent and gross negligence. In the case of simple negligence, we shall only be liable:
- (a) for any damage resulting from injury to life, body or health;
- (b) for any damage resulting from breach of a material contractual duty (an obligation the fulfilment of which makes the proper performance of the contract possible at all and on the performance of which the other party to the contract regularly relies and may rely); in that case, our liability shall, however, be limited to compensation for the foreseeable damage that may typically occur.
- 8.3 The restrictions of liability resulting from subparagraph (2) shall not apply in so far as we have maliciously concealed a defect or if we have warranted the quality of the GOODS. The same shall apply to the BUYER's claims under the Produkthaftungsgesetz/German Product Liability Act.
- 8.4 The above provisions shall also apply for the benefit of our employees, vicarious agents, representatives and other assistants.
- 8.5 The BUYER may withdraw or cancel on the grounds of a breach of duty that is not a defect only if we are responsible for the breach of duty. The BUYER's free right of cancellation (in particular in accordance with §§ 651 and 649 BGB/German Civil Code) is excluded. Otherwise the statutory requirements and legal consequences shall apply.



## 9. Limitation of Actions

- 9.1 § 438 (1) number 3 BGB/German Civil Code notwithstanding, the general period of limitation for claims based on defects of quality and legal imperfections in title shall be one year from delivery. If acceptance has been agreed, the limitation period commences at acceptance.
- 9.2 However, if the GOODS are a structure or an item which, in accordance with its customary manner of use, was utilised for a structure and caused a defect in the structure (building material), the statutory period of limitation is 5 years, starting from delivery (§ 438 (1) number 2 BGB/German Civil Code). This does not affect special provisions regarding third-party material claims for surrender (§ 438 (1) number 1 BGB/German Civil Code), wrongful intent by the seller (§ 438 (3) BGB/German Civil Code), and for claims of suppliers' recourse for final delivery to a consumer (§ 479 BGB/German Civil Code).
- 9.3 The afore-mentioned statutes-of-limitations of the law governing purchases shall also apply to contractual and non-contractual claims for damages of the BUYER which are due to a defect to the GOODS, unless the application of the regular legal statute-of-limitations (§§ 195, 199 BGB/German Civil Code) would lead to a shorter statute-of-limitations in an individual case. The statutes-of-limitations of the Produkthaftungsgesetz/German Product Liability Act shall remain unaffected in any case. Otherwise, the statutory limitation provisions shall apply exclusively for BUYER compensation claims according to Section 8.

## 10. Complete Systems

- 10.1 Unless the BUYER entrusts us with the integration, installation and site acceptance test ("SAT") of complete systems, i.e., systems consisting of several individual components or individual products from different manufacturers, the individual components are expressly sold as individual components and not as a complete system. Consequently, a warranty is only given with regard to the individual components in accordance with these GTCS and not with regard to a functioning complete system. A detailed report will be prepared on any SAT, which shall be signed by both parties.
- 10.2 If the BUYER already has individual components of a complete system, we will certainly offer the BUYER the integration of existing components with a complete system pending an evaluation of feasibility and subject to a charge. If the integration is not carried out by us, a warranty according to these GTCS is only given on the individual components and not on a functioning complete system.

## 11. Installation and Assembly

Unless agreed otherwise in writing, the following provisions shall apply to installation and assembly:

- 11.1 The BUYER shall be responsible to provide at his/her own costs and in due time:
- (a) all earthwork, construction work as well as any other ancillary works outside our branch of business, including all skilled and auxiliary labour, materials and tools required for this purpose;
- (b) commodities and supplies required for the setting up and taking into operation, such as scaffolding, lifting tools as well as any other kind of appliances, fuels and lubricants;
- (c) electric power and water at the installation site, including connections, heating and illumination;
- (d) at the installation site, there must be appropriate, dry and lockable rooms of adequate size for storing the machine parts, apparatus, material, tools, etc. as well as

adequate work and recreation rooms for the assembly personnel, including suitable sanitary facilities;

(e) The BUYER must take the same measures to protect our property and that of the assembly personnel on the installation site that he/she would take to protect his/her own property.

(f) protective clothing and equipment which is required due to the particular circumstances at the installation site.

- 11.2 Before the installation works are started, the BUYER has to provide the necessary details regarding the location of hidden electricity, gas and water connections or similar systems as well as the required structural information without being requested to do so.
- 11.3 Before the installation or assembly work is started, the materials and items required for a start of the works must be available at the installation or assembly site and any preparatory works must have been completed to such an extent that the installation or assembly works can be started as agreed in the contract and without any interruptions. The access routes and the installation or assembly site must be levelled and cleared.
- 11.4 If the installation, assembly or taking into operation is delayed due to circumstances for which the SUPPLIER is not responsible, the BUYER shall bear the costs for the waiting time and any additional travels of Supplier or the assembly personnel up to a reasonable extent.
- 11.5 The BUYER must confirm the duration of the working hours of the assembly personnel on a weekly basis and report the completion of the installation, assembly or taking into operation immediately.
- 11.6 If we request acceptance of the delivery after completion, the BUYER shall carry out the acceptance procedure within two weeks. If the BUYER lets the two-weeks' period lapse or if he has started to use the GOODS, possibly after the end of an agreed test phase, this shall also be deemed as acceptance of the delivery.

## 12. Intended Use of the GOODS, Obligations of the CLIENT, Liability

- 12.1 In as far as we have to make a delivery promise dependent upon the intended use for certain products, the BUYER is liable for any disadvantages which may arise from material misstatements. In the case of toxins and other substances which may only be used within the scope of legal or official provisions, the CLIENT's order also serves as a statement that these substances shall be used for a purpose permissible under the foregoing terms and conditions. The consumers of our GOODS are obliged to apply to our products the laboratory directives of the professional association of the chemical industry. They shall observe the legal regulations for handling the substances. Private persons may not be supplied with chemicals.
- 12.2 Information given concerning the usability of GOODS does not constitute any assurance or guarantee of suitability for such use. Relevant identified uses according to Regulation (EC) No. 1907/2006 (REACH REGULATION) in the applicable version do not represent a contractual guarantee of any characteristic or a use stipulated in the contract.
- 12.3 Our products are for laboratory research only, and are NOT INTENDED for applications in commercial, military or medical purposes, for food and beverage processing, plant cultivation and similar applications. This applies in particular to natural substances, which are always subject to slight variation in content. We therefore cannot assume any liability for any such use.
- 12.4 Insofar as we provide the BUYER with advice – be this verbally, in writing or as a result of tests – such advice is

provided to the best of our knowledge but without liability on our part, and does not release the CLIENT from the obligation to check the delivered GOODS with respect to their suitability for the intended processes and purposes. Application, use and processing of GOODS are carried out beyond the scope of our control and are therefore the sole responsibility of the CLIENT.

### 13. REACH Clause

If the BUYER notifies us of a use pursuant to Article 37.2 of Regulation (EC) No.1907/2006 of the European Parliament and the Council for the Registration, Evaluation, Approval and Control of chemical substances (REACH Regulation) which requires updating of the registration or the chemical safety report or results in another obligation according to the REACH Regulation, the CLIENT shall reimburse to us all expenses for which evidence is provided. We shall not be liable for delays in delivery caused by the notification of this form of use and performance of the applicable obligations as stipulated by the REACH Regulation. If, for reasons of health safety or environmental protection, we are unable to consider this use an identified use and should the CLIENT, against our advice, intend to use the GOODS in the manner which have advised against, we shall be entitled to withdraw from the contract.

### 14. IP-Rights

Unless otherwise agreed in writing between the parties in the individual case:

(a) we transfer to the BUYER only – if the purchased GOODS incorporating intellectual property or software – the usage rights for the GOODS or software which are required for the contractual use;

(b) we only transfer a royalty-free, non-exclusive, and non-transferable, without the right to sublicense, right of use without restriction in terms of time and territory for laboratory research;

(c) the BUYER has in principle no right to the source code of any software;

(d) all usage rights shall only be transferred to the BUYER after full and final payment of the agreed enumeration.

### 15. SERVICES

15.1 Concerning the provision of SERVICES, the following terms shall apply:

The subject-matter of the order is the agreed SERVICE and not a certain outcome. We offer synthesis services/contract research installation and putting into service of equipment as well as technical support and training with regard to these systems. Furthermore, we offer our own personnel for the operation of the systems:

(a) Unless otherwise agreed in writing in the individual case, "installation and putting into service" only comprises installation of individual components, the integration of individual components to constitute an overall system and the subsequent site acceptance test as part of a function test of the overall system (see Section 10). A detailed report will be prepared on any SAT or acceptance, which shall be signed by both parties;

(b) Unless otherwise agreed in writing in the individual case, "technical support" only comprises repair of the equipment, or if possible, support of the BUYER in attempting to localise technical problems or connection errors. The replacement of resources does not belong to the extent of repair;

(c) Unless otherwise agreed in writing in the individual case, "training" only comprises training of the BUYER's

personnel with regard to the operation of the equipment;

(d) Unless otherwise agreed in writing in the individual case, our personnel will only be assigned to operate the equipment. Our personnel shall not be obliged to carry out any other activities.

(e) Custom synthesis

15.2 In the case of longer-term projects, we will reserve the right to exchange our personnel every 2 weeks. The costs incurred in connection therewith shall be borne by the CLIENT.

15.3 Unless otherwise agreed in writing in the individual case,  
(a) the prices valid at the time of conclusion of contract according to our service price list in EUR shall apply, plus statutory value-added tax. The prices do not include any incidental expenses, especially no travelling expenses, visa costs, out-of-pocket expenses, equipment, delivery expenses, board and lodging;

(b) the SERVICES will be charged on the basis of daily rates. Daily rates are calculated for an 8-hour day and shall apply from door to door. A full daily rate will be charged for part days;

(c) any and all waiting, transit and travel times of our employees are to be remunerated by the BUYER and shall be deemed to be working time. The daily rates also have to be paid if the SERVICES cannot be provided through no fault of us, but we have offered our SERVICES as agreed by contract. This is the case, for example, when the equipment to be installed or operated by us is not ready for operation and use thereof is delayed as a result.

15.4 In addition, incidental expenses are to be reimbursed according to expenditure and upon submission of proof. For the extra administrative effort an expense allowance of 5 % of the costs incurred and paid is generally charged on all incidental expenses paid for the BUYER (e.g., for trips, visa, out-of-pocket expenses, delivery expenses, board and lodging) and invoiced additionally to the BUYER, unless the offer expressly points out in writing that such costs are costs within the limits of an all-inclusive offer.

15.5 Agreed all-inclusive prices only include the SERVICES expressly stated in the offer. Any additional costs which become necessary through no fault of us will be charged separately.

15.6 Charges and costs relating to compliance with official requirements at the place of performance (training, installation and technical support) shall be borne by the CLIENT. If we pay such charges and costs for the CLIENT, we shall be reimbursed immediately for such charges and costs upon submission of proof plus an expense allowance of 5 %.

15.7 Times during which a CLIENT wishes to order SERVICES at short notice and ensure availability of the Service at short notice (standby times) will be charged at 70 % of the usual remuneration according to the service price list, unless otherwise agreed in the individual case. The CLIENT undertakes:

(a) to provide us with all the information and items available to it, in so far as this is necessary for performance of the contract;

(b) to give us unrestricted access to the equipment/laboratories in relation to which the SERVICES are to be provided or to premises on which the equipment is located during the usual business hours;

(c) to notify us immediately of any change of its business address or the work location/place of training and/or the conditions of use of the equipment in relation to which the SERVICES are to be provided;

(d) to inform us in advance of the certificates and training courses required for the service job. The CLIENT shall be liable for the possible health and financial consequences of misinformation by the CLIENT;

(e) to name one employee for each order placed who shall be the contact person for us in connection with all matters relating to the performance of the ordered Service and authorised to take decisions.

- 15.8 Our employees assigned to render the Service will be chosen by us. The CLIENT will only have a right to provision of SERVICES by a certain employee if this has expressly been agreed. The naming of a project manager or contact person in the text of the offer does not meet these requirements. The CLIENT shall not be entitled to give any instructions to the employees assigned by us.
- 15.9 Times for performance will be extended by the period of time during which we are prevented from providing SERVICES or effecting performance owing to circumstances beyond our control as well as by a reasonable start-up period after the end of the impediment. Said times shall also be deemed to be extended by the period of time during which, in violation of the contract, the CLIENT fails to fulfil any of its duties to cooperate, e.g., if the CLIENT fails to provide information, give access or make employees available.
- 15.10 If the parties to the contract subsequently agree other or additional SERVICES which have an effect on the agreed times, such times shall be extended by a reasonable period of time.
- 15.11 Unless otherwise agreed in writing in the individual case, place of performance for all SERVICES rendered by us shall be the CLIENT's registered office. If training takes place or SERVICES are rendered at the CLIENT's place of business, the CLIENT shall provide appropriate premises and technical equipment after consultation with us. If training takes place or SERVICES are rendered elsewhere, the CLIENT shall rent the premises at its own expense and make the required technical equipment or laboratory places available on the spot.
- 15.12 If the CLIENT rescinds the contract in writing up to two weeks before the first day of the ordered SERVICES, no remuneration for the ordered SERVICES will be charged to the CLIENT. If concrete costs have already been incurred at that point in time, such concrete costs are to be reimbursed upon submission of proof. A written notice of rescission which we receive later than two weeks before the first day of the ordered SERVICES will result in the obligation to pay 50 % of the contractually agreed amount for a maximum of one week of the ordered time. A written notice of rescission which we receive less than one week before the first day of the ordered SERVICES will result in the obligation to pay 75 % of the contractually agreed amount for a maximum of one week of the ordered time. The CLIENT shall be free to prove that less damage or no damage has occurred.

## 16. Export Restrictions

- 16.1 The BUYER must be aware that products delivered by us may be subject to export restrictions under the applicable foreign trade and payments provisions concerning export control and that therefore the export of such products, whether in the original state or installed, to countries that are subject to such restrictions may be prohibited entirely or may only be permitted with special official permits.
- 16.2 The BUYER shall be responsible for compliance with such applicable foreign trade and payments provisions. The BUYER undertakes to comply strictly with export provisions, to obtain all the necessary official or other

permits in a careful and timely manner, to file applications and make payments. If foreign trade and payments provisions have to be taken into account in connection with sales processing or shipping, the BUYER has to inform us thereof. If the BUYER breaches this duty, he shall reimburse us for any and all expenditure or damage incurred by us as a result, e.g., when dealing with foreign trade or revenue authorities.

## 17. Disposal of Waste Electrical Equipment

- 17.1 The BUYER shall, at his own expense and in compliance with the statutory provisions, dispose of the equipment supplied when it is no longer in use. In this regard, we shall be released from the take-back obligation and indemnified against any third-party claims in this respect (§ 10 (2) of the Elektro- und Elektronikgerätegesetz/German Electrical and Electronic Equipment Act.
- 17.2 It is hereby agreed that claims to assumption of manufacturer's duties and indemnification against third-party claims will not become statute-barred before expiry of a 12-month period after final termination of use of the equipment. Said period will commence at the earliest upon receipt of a written notice from the manufacturer regarding end of use.
- 17.3 In the event that equipment is passed on to commercial third parties, the BUYER undertakes to bind such third parties to dispose of the equipment properly when it is no longer in use, to assume the costs involved and to impose a corresponding obligation in the event that the equipment is passed on again. Any infringements will result in a take-back obligation for the BUYER with regard to the equipment concerned as well as a duty to dispose of such equipment and to bear the costs involved.

## 18. Choice of Law and Place of Jurisdiction

- 18.1 The law of the Federal Republic of Germany, to the exclusion of international standard law, in particular the UN Sales Convention, shall apply to these GTCS and all legal relations between us and the BUYER. Preconditions and effects of retention of title according to Section 6 shall, however, be subject to the law of the place where the GOODS are located if the choice of law made in favour of German law is thus impermissible or ineffective.
- 18.2 If the BUYER is a merchant within the meaning of the German Commercial Code, a legal entity under public law or a special fund under public law, the exclusive – also international – place of jurisdiction for all disputes directly or indirectly arising out of the contractual relationship shall be our place of business in Potsdam. However, we shall also be entitled to bring a claim at the BUYER's place of general jurisdiction.

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