

General Terms and Conditions (GTC)

1. Area of Application

(1) Deliveries, services and offers from Xebios Diagnostics GmbH are made exclusively on basis of these General Terms and Conditions of Business. They thus apply also to all future business relationships, even if they are not repeatedly expressly agreed. By latest on acceptance of the goods or services the General Terms and Conditions of Xebios Diagnostics GmbH shall be deemed accepted. Deviating terms and conditions of the Buyer under consideration of his terms and conditions of business respectively purchase shall not be heeded.

(2) Deviations from these Terms and Conditions of Business shall only be effective if Xebios Diagnostics GmbH confirms them in writing.

2. Contract Conclusion

(1) Offers in prospectuses, advertisement, price lists etc. – in particular with regard to pricing information – are without obligation and unbinding. Samples, illustrations etc. and all information on service data are only binding, if they have been expressly marked as such. Xebios Diagnostics GmbH shall adhere to specially calculated offers for a term of 30 calendar days or deadlines set forth in the offer.

(2) All orders require the written confirmation of Xebios Diagnostics GmbH to be valid. The Buyer is tied to the contract for four weeks.

(3) Side agreements, amendments and supplements shall only apply if Xebios Diagnostics GmbH confirms them in writing. The same shall apply to the assurance of attributes.

(4) The return of products by the Client may only be made after prior agreement with Xebios Diagnostics GmbH. On delivery of mistaken orders Xebios Diagnostics GmbH shall charge a one-off processing fee in the sum of up to 25 % of the order value, but a minimum of EUR 40.00. Products, the delivery of which is more than seven days ago and or irradiated media, are excluded from return or exchange. All return dispatches are for the account and risk of the Buyer.

3. Prices, Price Changes

(1) All prices are net without VAT, which the buyer has to pay in the applicable legal sum. Xebios Diagnostics GmbH reserves the right to carry out price changes in particular if the prices of raw materials and other materials change.

(2) Packaging materials shall not be taken back by Xebios Diagnostics GmbH pursuant to the packaging order. They are the property of the Buyer. Excluded from this are palettes and small load carriers (Xebios-plastic boxes of various sizes and Xebios-racks), which shall initially remain in the ownership of Xebios Diagnostics GmbH. Palettes, Xebios-plastic boxes (incl. lids) and Xebios-racks are to be returned to Xebios Diagnostics GmbH by the Buyer within three months of the date of the delivery slip ("three-month term"). The Buyer shall pay the costs of return unless the Xebios-plastic boxes and Xebios-racks are collected by Xebios Diagnostics GmbH in the course of further deliveries within this three-month term to the delivery address of the Buyer. If the return or collection does not take place within the three-month term, the palettes or small load carriers apply as purchases by the Buyer. In this case Xebios Diagnostics GmbH shall invoice the Buyer for these as follows: a cost of EUR 10.00 for each palette, a cost of EUR 20.00 for Xebios plastic boxes per box, respectively EUR 5.00 (per lid) and for Xebios-racks a cost of EUR 25.00 each.

(3) As long as the order value exceeds €300.00 the prices ex works or delivery warehouse are inclusive of packaging, freight or postage (regular service) and insurance delivered to customer. If the order value is below €300.00 an overall sum of €19.50 per delivery shall be charged with regard to the above costs. The Xebios Diagnostics GmbH prices at the time of delivery or preparation for delivery shall apply.

4. Delivery Times

(1) Insofar as nothing other had been agreed with the Buyer the delivery times given by Xebios Diagnostics GmbH are unbinding.

(2) Xebios Diagnostics GmbH is not responsible for delivery delays on grounds of force majeure and events which make the delivery for Xebios Diagnostics GmbH considerably more difficult or impossible – this includes also supplementary difficulties in the purchasing of materials, operational disturbances, strikes, lock-outs, shortage of personnel, shortage of

transport vehicles, authority orders, also if these occur to suppliers of Xebios Diagnostics GmbH or their own sub-contracted suppliers – even if bindingly agreed deadlines and dates are in place. Such delays entitle Xebios Diagnostics GmbH, to postpone the delivery by the term of the delay plus an appropriate preparation time or, because of the unfulfilled delivery to withdraw from the contract either entirely or in part. This shall also apply if Xebios Diagnostics GmbH already is in delay.

(3) If the delay lasts longer than three months the Buyer is entitled after setting an appropriate supplementary deadline, to withdraw from the contract with regard to the not yet fulfilled part of the contract.

(4) If Xebios Diagnostics GmbH is in delay, the Buyer can, under the following conditions, withdraw from the contract or claim damage compensation for the non-fulfilment.

(5) The term of the deadline to be set by the Buyer by law is six weeks, which start by the receipt of the supplementary deadline by Xebios Diagnostics GmbH.

(6) The Buyer may only claim damage compensation for non-fulfilment if Xebios Diagnostics GmbH and/or their vicarious aides have caused the damage by malicious intent or in gross negligence.

(7) If the Buyer makes no use of the aforementioned rights, he has no damage compensation claim on the non-adherence to any delivery dates.

(8) The extended liability pursuant to § 287 BGB (German Civil Code) is excluded.

(9) Xebios Diagnostics GmbH is entitled to make partial deliveries with corresponding invoices.

5. Risk Transfer

Insofar as no delivery free to place of delivery has been agreed between the Buyer and Xebios Diagnostics GmbH, which Xebios Diagnostics GmbH will carry out with their own employees and their own vehicles, the risk transfers to the Buyer, as soon as the goods are handed over to the person carrying out the transport or the goods have left the works or delivery warehouse of Xebios Diagnostics GmbH for delivery. If the dispatch becomes impossible not at the fault of Xebios Diagnostics GmbH, the risk transfers to the Buyer on report of the willingness to deliver.

6. Guarantee and Liability

(1) The Xebios Diagnostics GmbH products are – within the limits of technical possibilities manufactured free of germs and free of foreign body. Xebios Diagnostics GmbH, however, makes no guarantee of this.

(2) If the object of delivery is defective in the sense of § 434 BGB (German Civil Code), or becomes defective within the product specific term or – if no term is given – the guarantee deadline, then Xebios Diagnostics GmbH at its choice under exclusion of other guarantee claims of the Buyer – in particular under exclusion of any consequential damages of the Buyer or his Client – shall replace the goods or improve them, insofar as the defect has not maliciously been concealed or Xebios Diagnostics GmbH have made a guarantee of the quality of the product. Multiple improvements are permitted. The Buyer may only withdraw from the contract under the conditions of § 6 sub-section 3.

(3) The Buyer must inform Xebios Diagnostics GmbH of defects immediately, by latest, however, within a week of delivery in writing and enclose the delivery slip and – insofar as possible - include a sample. Defects which also on careful checking were not discovered within this deadline must be reported in writing to Xebios Diagnostics GmbH immediately after discovery.

(4) If the improvement or replacement delivery becomes impossible for Xebios Diagnostics GmbH through its own fault or if the Buyer on delay of Xebios Diagnostics GmbH has set an appropriate deadline for the improvement or replacement delivery in vain, then he is entitled to withdraw from the contract.

(5) Damage compensation claims, regardless of grounds, with exception of liability for harm to life, body and health are excluded both against Xebios Diagnostics GmbH, as well as against its vicarious aides or employees, insofar as the damages have not been caused by malicious intent or gross negligence.

7. Retention of Proprietary Rights

(1) Until fulfilment of all (including account balance) claims, that Xebios Diagnostics GmbH has against the Buyer and his group companies on whatever legal grounds, now or in the future, as well as the complete exemption from all possible liabilities that Xebios Diagnostics GmbH has been involved in, in the interests of the Buyer, Xebios Diagnostics GmbH shall be guaranteed the following securities, which Xebios Diagnostics GmbH on demand shall release at its choice, as long

astheir level of the claims lastingly exceeds more than 20 %.

(2) The goods remain in the ownership of Xebios Diagnostics GmbH. Processing or transformation will always take place for Xebios Diagnostics GmbH as the manufacturer, but without obligation for Xebios Diagnostics GmbH. If the (co-) ownership of Xebios Diagnostics GmbH expires through conjunction, it shall already be agreed that the (co-) ownership of the Buyer of the standardised item shall be transferred to Xebios Diagnostics GmbH pro-rata (accounting value). The Buyer shall grant this (co-) ownership to Xebios Diagnostics GmbH free of charge. Goods in which Xebios Diagnostics GmbH are due (co-) ownership shall be referred to in the following as reserved goods.

(3) The Buyer is entitled to process the reserved goods in the orderly course of business and to sell them under reserved ownership, as long as he is not in delay with payments. Pledging or the transfer of ownership for security is not permitted. Any claims regarding the reserved goods resulting from the onward sale or another legal cause (insurance, unpermitted action) shall be assigned for the sake of security already at this point in the full range to Xebios Diagnostics GmbH. Xebios Diagnostics GmbH revocably empowers the Buyer hereby, to collect in his own name the assigned claims of Xebios Diagnostics GmbH for the account of Xebios Diagnostics GmbH. On demand of Xebios Diagnostics GmbH the Buyer shall disclose the assignment and pass the necessary information and documents to Xebios Diagnostics GmbH.

(4) On access to the reserved goods by third parties the Buyer shall indicate the ownership of Xebios Diagnostics GmbH and inform Xebios Diagnostics GmbH immediately. Any related costs and damages are for the account of the Buyer.

(5) In the event of behaviour by the Buyer that breaches the contract – in particular delay in paying the invoices – Xebios Diagnostics GmbH is entitled to take back the reserved goods for the account of the Buyer. No withdrawal from the contract is included in this taking back or pledging of the reserved goods by Xebios Diagnostics GmbH.

8. Payment

(1) Invoices of Xebios Diagnostics GmbH are payable, if nothing other has been agreed between Xebios Diagnostics GmbH and the Buyer, within 14 days of the invoice date without any discount. As payment date the day applies on which Xebios Diagnostics GmbH is able to access the funds. Xebios Diagnostics GmbH is entitled, in spite of other determinations of the Buyer to decide the claims to be set off against the payment.

(2) If the Buyer is in delay, Xebios Diagnostics GmbH is entitled to charge interest in the sum of the interest rate charged by the business banks for open current account credits – but at least 9% over the respective discount rate of the European Central Bank. The interest is due with immediate effect.

(3) Xebios Diagnostics GmbH charges 10.00 in collection expenses for each written dunning letter after the occurrence of the payment delay.

(4) If the Buyer does not comply with his payment obligations, in particular stops making payment or if other circumstances become known to Xebios Diagnostics GmbH that could put his creditworthiness under question, Xebios Diagnostics GmbH is entitled to make all its claims against the Buyer due immediately. Xebios Diagnostics GmbH is in this case further entitled to demand advance payments or securities, as well as to withdraw from the contract after an appropriate deadline or to demand damage compensation for non-fulfillment.

(5) The Buyer is only entitled to off-setting or retention if Xebios Diagnostics GmbH has expressly confirmed this in writing to him, or if the counter claims are undisputed or legally determined.

9. Place of Jurisdiction; Applicable Law; Partial Nullity

(1) Insofar as the Buyer is a registered trader, legal entity under public law or a public law special fund, the exclusive place of jurisdiction has been agreed to be Düsseldorf for both parties in the event of any disputes. This shall also apply if, at the time of filing of the complaint, the residential address, headquarters or usual abode of the Buyer is unknown.

(2) Exclusively the law of the Federal Republic of Germany shall apply, under exclusion of the UN purchase law.

(3) If a clause in these Terms and Conditions of Business or a clause in the framework of any other agreements should be ineffective or should become ineffective, this shall not affect the other clauses or agreement. The Buyer and Xebios Diagnostics GmbH shall much more be obliged to replace the ineffective clause with an effective clause that realises the formerly ineffectively followed purpose, insofar as legally permitted.