

## **General Terms and Conditions of BIO-SYS GmbH, Kiefernweg 10, Karben (hereinafter "we", "Seller")**

### **General**

All our deliveries and services to businesses are done exclusively on the basis of our general Terms and Conditions of Business. Any deviations hereto apply only if they are made in writing. Our offers are subject to change and non-binding. Legally relevant declarations must have the Seller's written or electronic confirmation.

### **Prices and Payment**

Our prices are excluding statutory value-added tax in the respectively valid amount. The prices include free delivery and installation.

Bills are due for payment 30 days as of invoice date. Service and repair bills are due for payment upon invoice date.

A payment shall be deemed as made when the Seller is able to dispose of the money, in the case of checks only upon cashing them.

If bills of exchange are accepted due to a special agreement the expenses and taxes shall be paid by the Buyer.

### **Delivery dates and deadlines**

Delivery dates and deadlines are non-binding. Supply and performance delays due to force majeure and other, unforeseeable events, delay the delivery deadlines by the duration of the interference. The Buyer is not entitled to any further claims.

### **Retention of Title**

The delivered goods shall remain our property until payment of all future claims from the business relationship and in connection with the delivery.

The Buyer is authorized to process the good subject to retention of title in proper business operation and to sell it, as far as he is not in default. Pledging or transfer of ownership by way of security is not permissible. By way of security, the Buyer already now fully assigns to the Seller accounts receivable arising from the resale or any other legal ground. Upon request the Buyer shall disclose the assignment and provide the needed information and documents. Until further notice, the Buyer shall be authorized to collect such assigned receivables until revoked, provided that he complies with his payment obligations to us as per agreement.

### **Warranty**

The Seller provides a warranty for defects, false deliveries, and quantity deviations only according to the following regulations. An extended warranty is excluded. The Seller provides a warranty for defects provided that they are not caused by a conduct of the customer or a third party which was not commissioned by the Seller. This applies in particular to cases of incorrect handling, the faulty installation, etc.

The warranty period is limited to 12 months from the date of delivery or acceptance.

We provide a replacement or repair in case of incorrect deliveries or faulty deliveries at our discretion. At the Seller's discretion the repair may be performed by him or by the Buyer. If the Buyer would like to return the delivered goods/equipment then the transport shall be at the Seller's expense and risk. The Purchase must ensure proper packaging. To the extent that the replacement or repair fails definitely, then the customer is entitled to request a reduction at his discretion or rescind from the contract. The statutory law to claim for damages shall not be affected hereby.

The Seller's liability is limited to the costs for replacement and rework. We accept liability only for consequential damages which were fraudulently concealed as well as the lack of an assured property, provided that the assurance has the purpose of protecting the customer against damages which are not arising on the delivered item itself.

The Buyer agrees to inspect the item delivered by the Seller immediately upon delivery. Obvious defects and quantity deviations must be reported to us in writing within an exclusion period of two weeks after delivery and indicating the type and scope of any deficiencies. The same applies to concealed deficiencies upon their discovery. We are exempt from providing warranty for any complaints filed thereafter.

### **Service**

Apart from that, all repairs, maintenance, expansions and improvements are billed according to the respectively valid hourly rates plus travel time and travel expenses. If a cost estimate is requested prior to the execution of a repair then this should be stated expressly. The supply of hardware/software is done at the expense and risk of the Buyer.

The prices indicated in the cost estimate are calculated to the best knowledge and belief; they are non-binding.

The costs for troubleshooting are included in the maintenance costs. They are billed in the event of the order not being placed.

A warranty of 6 months for spare parts applies to the material and work time. Transportation and packaging shall be made on account and at the risk of the Buyer.

### **Software**

The following applies additionally for the order of software:

The programs shall be accepted by the Buyer or his representative upon completion. The correctness of the process shall be confirmed with the written approval of the program documents, the risk shall be transferred to the Buyer.

The same shall apply when the Buyer has not accepted the program within 4 weeks, despite a written request.

Any arising deficiencies must be described in detail to the extent possible, indicating the program or program parts according to the specifications, and/or documented with suitable documents.

The Buyer acquires the irrevocable right to use the program for his purposes without any limitations. However, he is not entitled to assign the use to a third party regardless in what manner. Our

authorizations, rights in the program to assign elsewhere shall not be affected by the agreement with the Buyer.

We develop the programs as ordered by the Buyer with care. The basis is a programming matrix to be signed by the Buyer. Any existing standard programs used have been tested as usually done in the computer industry.

### **Final Provisions**

Should any individual provisions of these General Terms and Conditions be or become ineffective, the validity of the remaining provisions shall remain unaffected. The respectively invalid provision shall be replaced by an effective provision which comes closest to the economic intent of the provision to be replaced. Place of venue is Frankfurt/Main. The laws of the Federal Republic of Germany shall apply under exclusion of the UN Convention on the International Sale of Goods (CISG). So long as nothing else is expressly agreed, the place of fulfillment is Karben, Germany.