

General Terms and Conditions

1 Scope of application

The following general terms and conditions are valid for the performance of all current and future deliveries and services. These general terms and conditions apply exclusively. Additional or deviating agreements, as well as conflicting terms and conditions belonging to a customer, will only be valid if expressly confirmed in writing by LLS ROWIAK LaserLabSolutions GmbH in each case.

2 Conclusion of contract

A contract is concluded between LLS ROWIAK LaserLabSolutions GmbH and the customer upon acceptance of the order. Orders must be submitted in writing (also possible by fax). If the order differs from the underlying quotation, these differences shall only be deemed as agreed after being expressly confirmed in writing by LLS ROWIAK LaserLabSolutions GmbH.

3 Prices and payment

Product directories and price lists from the catalogues of LLS ROWIAK LaserLabSolutions GmbH are subject to change. The conditions and price lists that are valid at the time of ordering shall be decisive. The catalogue prices are net prices plus VAT at the statutory rate that applies at the time of delivery as well as any other country-specific duties for deliveries abroad.

LLS ROWIAK LaserLabSolutions GmbH's invoice is payable without deductions within 30 days of the invoice date, provided that no other payment term has been agreed.

If the customer falls into arrears, LLS ROWIAK LaserLabSolutions GmbH is entitled to charge interest on the overdue amount at 4% above the statutory base rate. Until all due invoice amounts (including interest on arrears) have been paid in full, LLS ROWIAK LaserLabSolutions GmbH has no obligation to make further deliveries and may demand payment in advance.

For contracts with an agreed delivery period of more than four months, LLS ROWIAK LaserLabSolutions GmbH reserves the right to increase the prices in accordance with any cost increases caused by collective agreements or by increases in the price of materials. If the increase amounts to more than 5% of the agreed price, the customer shall be entitled to cancel the order.

The customer shall only have set-off rights if its counterclaims have been legally determined, are undisputed or have been acknowledged by LLS ROWIAK LaserLabSolutions GmbH.

4 Delivery periods

The processing and delivery periods specified by LLS ROWIAK LaserLabSolutions GmbH shall begin upon receipt of the corresponding order, but not before receipt of any advance payments that have been agreed or before the customer has fulfilled all necessary requirements. If these requirements are not fulfilled, the delivery periods shall extend accordingly.

If LLS ROWIAK LaserLabSolutions GmbH becomes aware that it will not be possible to deliver within the intended delivery period, it shall inform the customer of this fact and of the resulting extension to this period, providing corresponding reasons. Claims for damages due to delayed delivery are excluded in all cases, provided that the delay was not caused by intent or gross negligence on the part of LLS ROWIAK LaserLabSolutions GmbH.

The specified delivery times are subject to LLS ROWIAK LaserLabSolutions GmbH being supplied correctly and on time by its own suppliers. Operational disruptions caused by force majeure, industrial action or other unusual circumstances such as government measures, traffic congestion, unfavourable weather conditions and suchlike, irrespective of whether they occurred in the sphere of LLS ROWIAK LaserLabSolutions GmbH or its suppliers, shall release LLS ROWIAK LaserLabSolutions GmbH from its performance obligation for the duration of their impact; if these circumstances render performance impossible, then LLS ROWIAK LaserLabSolutions GmbH shall be released from its performance obligation entirely. Claims for damages are excluded in the aforementioned cases.

If delivery is delayed at the request of the customer or through fault of the customer, the goods will be stored at the customer's own risk and expense. In such case, the notification that the goods are ready for shipment shall equate to the actual shipping of the goods.

5 Shipping; transfer of risk; packaging

LLS ROWIAK LaserLabSolutions GmbH reserves the right to choose the shipping method and route. Delivery shall take place at the customer's own risk and costs provided not any other terms have been agreed upon. LLS ROWIAK LaserLabSolutions GmbH is entitled to make partial deliveries and to bill these separately.

The transportation risk shall transfer to the customer as soon as the consignment has been passed on to the person responsible for the transportation or as soon as it leaves LLS ROWIAK LaserLabSolutions GmbH for the purpose of being shipped, irrespective of whether the goods are being shipped from the place of fulfilment and who is bearing the cost of shipment to the agreed place of delivery. If the goods are ready to be shipped and the shipment is delayed for reasons not attributable to LLS ROWIAK LaserLabSolutions GmbH, the risk shall transfer to the customer upon notification that the goods are ready to be shipped.

If LLS ROWIAK LaserLabSolutions GmbH has an obligation under the Packaging Ordinance to take back used packaging, the customer shall bear the cost of returning the used packaging.

## 6 Warranties

The customer shall inspect the delivered goods immediately upon receipt and report any obvious defects to LLS ROWIAK LaserLabSolutions GmbH in writing within eight days. If a hidden defect is not discovered until a later point in time, it must be reported to LLS ROWIAK LaserLabSolutions GmbH in writing within eight days of discovery. Customary or minor, technically unavoidable deviations shall not constitute grounds for complaint. Defects to one part of LLS ROWIAK LaserLabSolutions GmbH's performance shall not entitle the customer to complain about the performance as a whole.

If a defect exists for which LLS ROWIAK LaserLabSolutions GmbH is responsible, LLS ROWIAK LaserLabSolutions GmbH may choose to rectify the defect or provide a replacement at its own discretion. If LLS ROWIAK LaserLabSolutions GmbH chooses to rectify the defect, it is obliged to bear all costs associated with rectifying the defect, especially transportation, transport infrastructure, labour and material costs, provided that these costs do not increase due to the purchase object being delivered to a place other than the agreed delivery location.

If the rectification of the defect is unsuccessful, or if LLS ROWIAK LaserLabSolutions GmbH is not prepared or not able to rectify the defect or provide a replacement, or if these measures are delayed beyond a reasonable period for reasons not attributable to LLS ROWIAK LaserLabSolutions GmbH, the customer shall be entitled to withdraw from the contract or demand a reduction in price.

The customer has no additional rights other than those specified here, especially rights to compensation including for lost profit or any other financial loss incurred by the customer, including that caused by consequential loss or breach of LLS ROWIAK LaserLabSolutions GmbH's warranty obligation, even if the warranty obligation has been triggered by the absence of an assured characteristic. However, this limitation of the customer's rights shall not apply if the defect or the breach of the warranty obligation relates to intent or gross negligence by a legal representative or vicarious agent of LLS ROWIAK LaserLabSolutions GmbH.

If components that LLS ROWIAK LaserLabSolutions GmbH has acquired from a supplier prove to be defective, LLS ROWIAK LaserLabSolutions GmbH can release itself from the warranty obligation by assigning its warranty entitlements against the supplier to the customer; however, this shall not apply if these rights are less extensive than those that the customer is entitled to vis-a-vis LLS ROWIAK LaserLabSolutions GmbH.

LLS ROWIAK LaserLabSolutions GmbH's warranty obligation shall cease if the goods have been modified by a third party. Damage arising from improper handling, non-adherence to operating instructions, improper maintenance or improper return is not included under the warranty.

If customer materials are processed incorrectly, LLS ROWIAK LaserLabSolutions GmbH shall only be obliged to provide a replacement in the case of intent or gross negligence. Incorrect cuts to materials, destruction of tissue due to laser intervention, etc. is classed as calculable damage, for which LLS ROWIAK LaserLabSolutions GmbH may not be held liable. LLS ROWIAK LaserLabSolutions GmbH will always endeavour to avoid damage and to eliminate unavoidable damage by means of reprocessing.

## 7 Retention of title

The purchase object shall remain the property of LLS ROWIAK LaserLabSolutions GmbH until full payment of all receivables, including ancillary receivables, claims for damages and future receivables, and the redemption of cheques and bills of exchange.

If the goods delivered by LLS ROWIAK LaserLabSolutions GmbH are processed together with other objects that do not belong to LLS ROWIAK LaserLabSolutions GmbH, the customer's ownership or co-ownership of the new object shall transfer to LLS ROWIAK LaserLabSolutions GmbH as soon as it arises, at a ratio of the purchase object value to the value of the other processed objects at the time of processing. The customer hereby assigns to LLS ROWIAK LaserLabSolutions GmbH all remainder interests that could lead to the customer acquiring such ownership or co-ownership. The transfer required for LLS ROWIAK LaserLabSolutions GmbH to acquire ownership or co-ownership shall be replaced by the agreement that the customer retains the goods for LLS ROWIAK LaserLabSolutions GmbH like a borrower, or, if the customer does not own the goods, by the hereby agreed assignment of the right to recover possession from the owner. The ownership or co-ownership arising for LLS ROWIAK LaserLabSolutions GmbH shall in legal terms be treated in the same way as for the original goods.

All of the customer's receivables arising from the resale of goods which LLS ROWIAK LaserLabSolutions GmbH owns or co-owns (goods subject to retention of title) shall be assigned to LLS ROWIAK LaserLabSolutions GmbH at the point that the sales transaction is concluded, irrespective of whether the goods are being sold to one or more buyers. If LLS ROWIAK LaserLabSolutions GmbH does not own the sold goods fully or if they are being sold together with goods that do not belong to LLS ROWIAK LaserLabSolutions GmbH, the assignment shall only cover the counterclaim up to the invoice value of LLS ROWIAK LaserLabSolutions GmbH's goods. On request, the customer is obliged to immediately provide LLS ROWIAK LaserLabSolutions GmbH with the names and addresses of his buyers as well as the details and amounts of each individual invoice for the resale of the goods that are subject to retention of title. The customer may collect the assigned receivables. LLS ROWIAK LaserLabSolutions GmbH may revoke this permission if the customer fails to meet an obligation towards LLS ROWIAK LaserLabSolutions GmbH in a timely manner or if LLS ROWIAK LaserLabSolutions GmbH becomes aware of circumstances that appear to jeopardise its rights.

If the customer is in partial or full default of an obligation secured by the retention of title, or if LLS ROWIAK LaserLabSolutions GmbH becomes aware of any circumstances that appear to jeopardise its rights, LLS ROWIAK LaserLabSolutions GmbH may demand that the goods subject to retention of title are surrendered, without having announced a withdrawal from the purchase contract pursuant to Art 449 BGB (German Civil Code) or having set a deadline for meeting the payment obligation pursuant to Art 323 BGB beforehand. The existence of the purchase contract and the customer's obligation shall not be affected by such a demand and surrendering of the goods. If the purchase object is seized or otherwise claimed by third parties, the customer shall immediately inform LLS ROWIAK LaserLabSolutions GmbH.

tions GmbH thereof, provide written confirmation of LLS ROWIAK LaserLabSolutions GmbH's ownership to both the third party and LLS ROWIAK LaserLabSolutions GmbH, and help LLS ROWIAK LaserLabSolutions GmbH to assert its ownership.

Should the value of collateral (goods and receivables) that LLS ROWIAK LaserLabSolutions GmbH is entitled to under the aforementioned provisions exceed the value of the secured receivables by more than 20%, then LLS ROWIAK LaserLabSolutions GmbH shall be obliged to release collateral of its choosing at the customer's request. For the valuation of the collateral, its realisable value (collateral value) shall be decisive.

The buyer shall store the goods that are subject to retention of title for LLS ROWIAK LaserLabSolutions GmbH. Furthermore, the buyer shall insure them against fire, theft and water. The buyer hereby irrevocably assigns its claims for compensation for damage of the types specified in sentence 2 which it is entitled to from insurance companies or other parties liable to pay compensation, to the amount of the receivable of LLS ROWIAK LaserLabSolutions GmbH. LLS ROWIAK LaserLabSolutions GmbH hereby accepts the assignment.

If LLS ROWIAK LaserLabSolutions GmbH's retention of title loses its validity when delivering abroad or for any other reason, the customer is obliged to immediately provide LLS ROWIAK LaserLabSolutions GmbH with collateral for the delivered objects or other security against its receivables; such collateral or security must be valid under the law that applies at the customer's place of business and must correspond as closely as possible to retention of title under German law.

#### 8 Right of withdrawal

LLS ROWIAK LaserLabSolutions GmbH has the right to withdraw from the contract if its performance is hindered by technical difficulties that cannot be overcome or which can only be overcome at a disproportionately high cost in relation to the value of the goods or service to be provided by LLS ROWIAK LaserLabSolutions GmbH, or if circumstances become known which make the customer's creditworthiness appear dubious.

#### 9 Place of fulfilment; place of jurisdiction

If the customer is a merchant, a legal person under public law or a special fund under public law, the place of fulfilment and exclusive place of jurisdiction for deliveries and payments, actions on documents or bills of exchange, as well as for all other disputes between the parties arising from the contractual relationship, is Hanover, Germany.

The legal relationships between LLS ROWIAK LaserLabSolutions GmbH and the customer are subject exclusively to the laws of the Federal Republic of Germany.

#### 10 Foreign transactions

All transactions, including cheque and bill of exchange transactions, are subject exclusively to German law. The regulations of the UN Convention on Contracts for the International Sale of Goods (CISG) are expressly excluded. LLS ROWIAK LaserLabSolutions GmbH may demand payment in advance or a letter of credit for deliveries.

#### 11 Data protection

All personal data of the customer will only be used by LLS ROWIAK LaserLabSolutions GmbH for the purpose of performing and fulfilling all processes relating to the business relationship. The data will only be shared with third parties for the purpose of completing the shipping and payment processes. The data will not be shared with third parties in any other way.

Data will be stored in electronic or written form for the legally prescribed retention periods. After expiry of these periods, it will be permanently deleted and destroyed.

#### 12 Severability clauses

Should individual provisions of these terms and conditions, or individual provisions that form part of other agreements, be or become invalid, this shall not affect the validity of the remaining provisions.