

General Terms and Conditions

Scope of Application

All our deliveries, services and offers are based exclusively on these general terms of sales and delivery (Hereinafter referred to as "Terms and Conditions"). The Terms and Conditions are an integral part of all contracts concluded between us and our contractual partners (hereinafter referred to as "the Purchaser") in relation to our deliveries. The same applies to orders placed and confirmed via telephone, facsimile or email.

None of the Purchaser's terms or conditions that are in conflict with our Terms and Conditions or contain supplementary terms will under any circumstances become an integral part of the contract. This will apply even if we carry out the order without any reservations and are fully aware of the conflicting or supplementary terms of the Purchaser. Particularly, any acknowledgement is explicitly denied if we refer to a letter containing terms and conditions of the Purchaser or any third party, or which makes reference to such terms and conditions.

These Terms and Conditions also apply to all future contracts concluded between us and the Purchaser with regards to our deliveries, even if not separately agreed upon anew. They replace any terms and conditions that may have formerly been agreed upon between such Purchaser and us.

Special arrangements and subsidiary agreements will only become valid if we confirm them in writing.

Orders and Contracts

Orders are binding only upon acceptance by Biontex. Orders can be given via our online shop (www.biontex.com), in written form (facsimile or email) or by telephone. The contract is completed when confirmed in writing (facsimile or email), or through shipping the merchandise by Biontex.

Prices

Prices will be as published on our online shop www.biontex.com according to the country or territory of the Purchaser on the day of ordering. In case of from Biontex stated Quotation, the price for any product or service (hereinafter "Product") shall be the price stated in Biontex' Quotation for Product ("Biontex' Quotation"). Biontex' Quotations are valid for 30 days unless otherwise stated in Biontex' Quotation.

Prices of Products are in Euro or US Dollar, exclusive of all taxes, fees, licenses, duties or levies ("Taxes") and, unless otherwise stated in Biontex' Quotation, transportation charges, freight and insurance. All Taxes related to Product shall be paid by buyer (other than taxes assessed against Biontex' net income), or in lieu thereof, buyer shall provide a tax exemption certificate acceptable to the relevant taxing authorities. Taxes and other charges payable by buyer may be billed as separate items on Biontex' invoice.

Payment

Unless otherwise agreed, our invoices have to be due for payment within 30 days of the date of invoice, net without any discounts.

If Biontex deems a customer to have become uncreditworthy, Biontex reserves the right to require alternative payment terms, including without limitation sight draft, letter of credit, or payment in advance. Payment for partial shipments shall be based on unit or prorated prices.

Customers cannot take their own charges (e.g. bank fees) into account when paying invoices.

If the Purchaser is in default of payment he must pay interest on the outstanding amount according to legal regulation during the default period.

The Purchaser may only set off counterclaims if they are non-appealable or undisputed or have been accepted by us.

The Purchaser may only invoke a right of retention based on counterclaims of his own if the counterclaims arise from the same contractual relationship. If the Purchaser is a merchant the right of retention based on counterclaims of his own is excluded.

Credit Terms

Biontex may, at any time and in its sole discretion, limit or cancel the credit of buyer as to time and amount, suspend shipments, demand payment in cash before delivery of Product, or demand other assurances of buyer's performance. If within 30 days buyer fails to agree and comply with the different terms of payment demanded, or fails to give adequate assurances of performance, Biontex may, without prejudice to any other right or remedy, have:

by notice to buyer, treat such failure or refusal as a repudiation by buyer of that portion of buyer's order not then fully performed, whereupon Biontex may cancel all further deliveries, and any amounts unpaid for non-cancelled Product shall immediately become due and payable; or

make shipments under reservation of a security interest and demand payment against tender of title documents.

Terms for Deliveries or Services

Terms of delivery and delivery dates are not binding and are only approximate, unless a binding term or date is explicitly agreed upon. As far as shipment is agreed upon, the terms of delivery and delivery dates refer to the time of handing over to the forwarding agent, the carrier or any other company entrusted with the transport. In all other cases, the timely readiness to deliver suffices for the fulfillment of the terms of delivery and delivery dates on condition that the Purchaser is notified thereof.

As far as there are circumstances on our side for which we cannot be held responsible and which materially hinder our delivery or performance or make delivery or performance impossible, we are entitled to withdraw from the contract if the hindrance is not temporary. If our performance becomes impossible, we will notify immediately the Purchaser thereof as well as immediately refund any consideration that may already have been obtained. In the event of a temporary hindrance the term of delivery and the term of performance are extended by the period of the hindrance plus a reasonable additional period of time.

If acceptance of the delivery is no longer feasible for the Purchaser due to the delay, he is entitled to withdraw from the contract with respect to that part of the contract that is being delayed. A prerequisite of the Purchaser's withdrawal is that he has set us a reasonable extension of time in writing. Claims for damages on grounds of breach of

obligations are excluded according to Section 9 below, even if such claims have arisen before withdrawal from the contract.

Shipments and Passing of Risk

All purchase orders are shipped, unless otherwise stated, EXW regarding INCOTERMS 2000.

If the Purchaser is a merchant, the risk of accidental loss and/or accidental damage to the goods is transferred to the Purchaser upon delivery of the consignment to the forwarding agent, carrier or any other company entrusted with the transport. This is also applies to partial deliveries.

If the Purchaser is a consumer, the risk of accidental loss and/or accidental damage to the sold item is transferred to the Purchaser upon handing over the item to the consumer or to a person or agency (e.g. Central Receiving) entrusted from the consumer to receipt the goods.

In case of the Purchaser's default of acceptance the goods, they will nevertheless be deemed as having been handed over.

Cancellation and Deferral

A purchase order is not subject to cancellation by buyer. However, unless otherwise stated in Biontex' quotation, buyer may defer the shipment date one time 30 days for reagents, consumables, by giving written notice to Biontex at least 10 days before the scheduled shipment date for other products.

Rejection

Any claims for damaged, missing or defective Product must be reported in writing by buyer within 7 days from the date of receipt of Product. In addition and unless otherwise agreed upon, buyer must promptly return a rejected Product to Biontex, accompanied by a valid written notice obtained from Biontex. Biontex may refuse any Product not timely rejected or sought to be returned without, except otherwise agreed upon, a valid return written notice. For any valid claim timely made, Biontex, at its option, may repair Product or replace Product with an identical or substantially similar product. These are buyer's sole and exclusive remedies for damaged or missing product, and, except for express warranty rights, for defective product.

Retention of Title

In case of contracts with consumers we retain title to goods delivered by us, including packaging, until the purchase price has been paid in full.

In case of contracts with merchants we retain title to any products delivered by us, including packaging, until all claims against the Purchaser arising from the ongoing business relation have been satisfied in full.

In the event of third parties attaching goods the title in which has been reserved by us, the Purchaser must inform such parties of our title and notify us immediately. The Purchaser is jointly and severally liable with the third party for the judicial and extrajudicial expenses of a lawsuit as per Section 771 of the German Code of Civil Procedure (ZPO).

If the value of the sureties due to us from retention of title exceeds our overall claim against the Purchaser by more than 20%, we are obliged upon request of the Purchaser to release such sureties arising from the agreement at our own choice up to the said limit.

Warranty

The Purchaser may only assert any claim based on defects of the goods delivered if he has properly fulfilled his duties of inspection and notification of defects as per Section 377 of the German Commercial Code (HGB).

Biontex warrants all products to meet the specification on the analysis certificate at the time of the transfer of risk to the customer. The warranty period is dependent on goods and printed on label of goods as expiry date.

Upon our discretion, Biontex will replace defective products free of charge. If after a free replacement, quality specifications are still not met, the customer can ask for a reduction in price, or cancellation of the contract. Any further claims of the customer, of any kind, especially for damages or compensation are excluded. This exempts eventual rights according to section "Intellectual Property Indemnity" of these Terms and Conditions.

Biontex does not warrant products that have been mixed or contaminated or otherwise combined with other chemical product by the customer. Biontex states explicitly that all products are for research and laboratory use only. Biontex delivers only to public institutions of research, diagnosis, and teaching, and to technical businesses and companies. Biontex declines any warranty for faults in product (like chemical impurity), which originate from improper handling or storage, for application in the household or to humans or animals. No products from Biontex may be transferred to private persons. The customer is responsible for compliance with state, national and international laws and regulations governing the shipping, storage, processing, and trade of products. Biontex will not warrant damages to the product arising from non-compliance with such laws and regulations.

Intellectual Property Indemnity

Subject to the restrictions set forth in this Article and provided buyer complies with its obligations in this Article, Biontex agrees to defend buyer, and indemnify buyer from and against any infringement damages finally awarded, in any legal action or proceeding brought by a third party against buyer to the extent that such action is based on a claim that the manufacture and sale of Product by Biontex infringes any European or foreign patent, copyright, trademark or other intellectual property right of such third party.

Buyer's Obligations. Buyer must notify Biontex in writing of any claim for which it may seek defense and indemnity from Biontex hereunder promptly after becoming aware of such claim, and shall cooperate with and provide all reasonable assistance to Biontex, at Biontex' expense, in the defense or settlement of such claim. Biontex shall have sole authority to defend and/or settle any claim under this Article.

Remedy for Infringement, Rights of Biontex, Exceptions. If any Product or any portion thereof is subject to a suit or other legal proceeding claiming that the Product infringes a third party's intellectual property right, or in Biontex' opinion is (are) likely to become subject of such a claim, Biontex shall, at its option, have the right to either:

Procure for buyer the right to continue using the Product; or

Replace or modify the Product so that it becomes non-infringing; or

Require buyer to return the Product and upon return, refund to buyer the price actually paid by buyer for the Product, less a reasonable amount for use, damage or obsolescence; or

Substitute for the infringing Product other suitable, non-infringing products.

Biontex shall have no liability or obligation hereunder for any infringement based upon:

The use of Product in combination with any product not provided by Biontex or intended for use with Product, or based upon any modification to Product made by buyer or a third party, if such claim would not have occurred but for such combination or modification; or

Any modification, marking or branding applied to Product by Biontex at the request of the buyer.

The foregoing states the entire liability of Biontex, and the exclusive remedy of buyer, for any infringement or claimed infringement of patent, copyright, trade secret or any other intellectual property right by product or any part thereof or use thereof.

Liability

We are liable according to statutory law subject to the Purchaser asserting claims for damages due to intent or gross negligence, including intent and gross negligence by our representatives or vicarious agents. This liability for damages is limited to the reasonably foreseeable at time of conclusion of the contract and typically occurring damage, unless we are accused of intentional breach of contract.

We are liable according to statutory law for any culpable violation of a material contractual obligation by us; however, also in this case, liability for damages is limited to reasonably foreseeable at time of conclusion of the contract and typically occurring damage. The delivery of a defective Product does not by itself constitute the breach of such material contractual obligation.

Where the Purchaser may claim compensation instead of performance, our liability is limited to damage reasonably foreseeable at time of conclusion of the contract and typically occurring. We will not compensate for consequential and indirect damages or loss of profit. The parties to the contract agree that the damage volume reasonably foreseeable at the time of the conclusion of the contract is in no case higher than the value of the order.

Liability for culpable damages to life, body or health remains unaffected; the same applies to compulsory liability according to the German Product Liability Act ("Produkthaftungsgesetz")

Claims for damages of the Purchaser become statute-barred after one year from the date of the delivery of the goods. The statute of limitation of claims based on tortious acts remains unaffected.

Any further liability - whatever the legal nature of the claim - is excluded. This applies in particular to claims for damages on grounds of culpable behavior in connection with the conclusion of the contract, other violations of obligations or claims for damages based on tortious acts relating to material damages in terms Section 823 of the German Civil Code (BGB).

As far as our liability for damages is excluded or limited, the same applies to the personal liability for damages of our employees, co-operators, representatives and vicarious agents.

Confidentiality/Data Protection Declaration

Biontex will ensure that any customer data will be processed, stored, transmitted, and used only in accordance with the German Data Protection Act.

Miscellaneous

In case that one of these Terms and Conditions above is invalid or incomplete, the validity of all other Terms and Conditions shall remain untouched.

These Terms and Conditions are subject to the law of the Federal Republic of Germany. Application of the United Nations Convention on the International Sale of Goods is excluded.

If the Purchaser is a merchant, a legal person under public law or a separate fund under public law, the place of jurisdiction for all disputes arising from or in connection with this agreement is our place of business. The same applies if the Purchaser does not have a general place of jurisdiction in Germany or if his place of residence or his regular domicile is not known at the time of the lawsuit. We are free to bring an action against the Purchaser at his place of residence or at his registered offices or the premises of a branch.

The reselling of our products to third parties is not allowed without prior explicit agreement of Biontex.

Disclaimer of Material Safety Data Sheets

The information, data and recommendations contained in all published Material Safety Data Sheets are based upon information believed by Biontex, after reasonable investigation and research, to be accurate; however, Biontex does not warrant the accuracy of this information. All materials and mixtures may present unknown hazards and should be used with caution. When necessary or appropriate, independent opinions regarding the risk of handling or exposure should be obtained from trained professionals. Biontex disclaims any warranty against patent infringement and the implied warranties of merchantability and fitness for a particular purpose. Customer's sole and exclusive remedy shall be replacement of the product or return of the product and refund of the purchase price, at Biontex option. In no case shall Biontex be liable for incidental or consequential damages, including lost profits.

These Terms and Conditions of Biontex Laboratories GmbH are valid as of January 01, 2017 and prevail all previous versions.