

General Terms and Conditions B2B

I. Scope of application

1. These terms and conditions of sale apply exclusively to companies, legal entities under public law, or special funds under public law within the meaning of Section 310(1) of the German Civil Code (BGB). We do not recognize any terms and conditions that are contrary to or deviate from our terms and conditions of sale unless we expressly agree to their validity in writing.
2. These terms and conditions of sale also apply to all future transactions with the purchaser, insofar as they are of a related nature.
3. Individual agreements made in specific cases with the purchaser (including collateral agreements, supplements, and amendments) shall take precedence over these terms and conditions of sale. The content of such agreements shall be determined, subject to evidence to the contrary, by a written contract or our written confirmation.

II. Offer and conclusion of contract

If an order is considered an offer in accordance with Section 145 BGB, we can accept it within two weeks.

III. Documents provided

We reserve ownership and copyright to all documents provided to the purchaser in connection with the placement of the order, such as calculations, drawings, etc., including in electronic form. These documents may not be made accessible to third parties unless we expressly give the purchaser written permission to do so or unless they are available publicly through BIOVOX, e.g. on our website. If we do not accept the purchaser's offer within the period specified in Section II, these documents must be returned to us immediately.

IV. Prices and payment

1. Unless otherwise agreed in writing, our prices are ex-works, excluding packaging, and subject to VAT at the applicable rate. Packaging costs are invoiced separately.
2. The purchase price must be paid exclusively to the account specified in the offer and invoice. A discount is only permissible with a special written agreement.
3. Unless otherwise agreed, the purchase price is to be paid in two installments of 50% each – one upon order placement and the other within 14 days of delivery. Late payment interest will be charged at 8% above the applicable base interest rate per annum. We reserve the right to claim higher damages for default.

4. In the absence of a fixed price agreement, reasonable price adjustments due to changes in labor, material, and distribution costs may apply to deliveries made three months or later after the conclusion of the contract.

V. Right of retention

The purchaser may only exercise a right of retention to the extent that their counterclaim arises from the same contractual relationship.

VI. Delivery time

1. The start of the delivery period we specify presumes the timely and proper fulfillment of the purchaser's obligations. We reserve the right to object to unfulfilled contracts.
2. If the purchaser is in default of acceptance or culpably violates other cooperation obligations, we are entitled to claim the damages incurred by us as a result, including any additional expenses. Further claims remain reserved. If the aforementioned conditions apply, the risk of accidental loss or deterioration of the goods transfers to the purchaser at the time they enter default of acceptance or debtor default.
3. In cases of delivery delay not caused by intent or gross negligence on our part, we are liable for each completed week of delay, with a flat-rate compensation of 3% of the delivery value, but no more than 10% of the delivery value.
4. The purchaser's further statutory claims and rights due to a delivery delay remain unaffected.

VII. Transfer of risk in shipping

If the goods are shipped at the purchaser's request, the risk of accidental loss or accidental deterioration of the goods passes to the purchaser upon dispatch, at the latest upon leaving the factory/warehouse. This applies regardless of whether the goods are shipped from the place of performance or who bears the freight costs.

VIII. Retention of title

1. We reserve ownership of the delivered goods until full payment of all claims arising from the delivery contract. This also applies to all future deliveries, even if we do not always expressly refer to this. We are entitled to reclaim the goods if the purchaser behaves in breach of contract.
2. The purchaser is obliged to handle the goods with care as long as ownership has not yet passed to them. As long as ownership has not yet passed, the purchaser must notify us immediately in writing if the delivered goods are seized or subjected to any third-party intervention. If the third party is unable to reimburse us for the court and out-of-court

costs of a lawsuit in accordance with Section 771 of the German Code of Civil Procedure (ZPO), the purchaser is liable for the loss incurred by us.

3. The purchaser is entitled to resell the goods subject to retention of title in the ordinary course of business. The purchaser assigns to us all claims against the buyer from the resale of the goods subject to retention of title in the amount of the final invoice amount (including VAT) agreed with us, irrespective of whether the goods were resold without or after processing. The purchaser remains authorized to collect the claim even after the assignment. Our right to collect the claim ourselves remains unaffected. However, we will not collect the claim as long as the purchaser meets their payment obligations from the collected proceeds, is not in default of payment, and, in particular, no application for the initiation of insolvency proceedings has been filed or payments have not been suspended.
4. The processing or transformation of the goods by the purchaser is always carried out in our name and on our behalf. In this case, the purchaser's expectant right to the goods continues with the transformed item. If the goods are processed with other items not belonging to us, we acquire co-ownership of the new item in the ratio of the objective value of our goods to the other processed items at the time of processing. The same applies in the case of mixing. If the mixing is such that the purchaser's item is to be regarded as the main item, it is deemed agreed that the purchaser transfers co-ownership to us proportionally and holds the sole or co-ownership for us. To secure our claims against the purchaser, the purchaser also assigns to us such claims arising from the connection of the goods subject to retention of title with a property against a third party; we hereby accept this assignment.
5. We undertake to release the securities to which we are entitled upon the purchaser's request to the extent that their value exceeds the claims to be secured by more than 20%.

IX. Warranty and complaint of defects as well as recourse/manufacturer's recourse

1. Warranty rights of the purchaser require that they have properly fulfilled their obligations to inspect and complain according to Section 377 of the German Commercial Code (HGB).
2. Defect claims expire 12 months after the delivery of the goods supplied by us to the purchaser. This does not apply to claims for damages due to intent and gross negligence or injury to life, body, or health based on an intentional or negligent breach of duty by the user, where the statutory limitation period applies.
3. If longer periods are mandatorily prescribed by law in accordance with Section 438(1) No. 2 BGB (buildings and goods for buildings), Section 445b BGB (recourse claims), and Section 634a(1) BGB (construction defects), these periods shall apply. Our consent must be obtained before returning any goods.
4. If, despite all due care, the delivered goods have a defect that was already present at the time of the transfer of risk, we will, at our discretion and subject to timely notification of

defects, either repair the goods or deliver replacement goods. We must always be given the opportunity to provide supplementary performance within a reasonable period. Recourse claims remain unaffected by this regulation without restriction.

5. If supplementary performance fails, the purchaser may withdraw from the contract or reduce the purchase price, without prejudice to any claims for damages.
6. Defect claims do not exist in cases of only insignificant deviation from the agreed quality, in the case of only minor impairment of usability, in the case of natural wear and tear, or for damages arising after the transfer of risk due to incorrect or negligent handling, excessive stress, unsuitable operating materials, or special external influences that are not assumed under the contract. If the purchaser or third parties improperly modify the goods, there shall also be no defect claims for these and the resulting consequences.
7. Claims of the purchaser for the expenses necessary for the purpose of supplementary performance, in particular, transport, travel, labor, and material costs, including any removal and installation costs, are excluded, insofar as the expenses increase because the goods delivered by us were subsequently transported to a location other than the purchaser's branch unless the transport corresponds to their intended use.
8. Recourse claims of the purchaser against us only exist to the extent that the purchaser has not made any agreements with their buyer beyond the mandatory statutory defect claims. The scope of the purchaser's recourse claim against the supplier is also governed by paragraph 6 accordingly.

X. Miscellaneous

1. This contract and the entire legal relationship between the parties are governed by the law of the Federal Republic of Germany, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).
2. The place of performance and exclusive jurisdiction for all disputes arising from this contract is our place of business, unless otherwise stated in the order confirmation.
3. All agreements made between the parties for the execution of this contract are set out in writing in this contract.