

General Terms and Conditions

Valid as of December 2024

Specialty Diagnostix GmbH
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§ 1 Scope of Application

- 1.1 Specialty Diagnostix GmbH (hereinafter S.D. GmbH) supplies goods to the Customer based on sales contracts and provides services based on work and service contracts. The legal relationship between S.D. GmbH and the Customer, including future legal relationships, shall be governed exclusively by these General Terms and Conditions (GT&C). Insofar as S.D. GmbH will amend these GT&C in the future, the GT&C shall apply to the current version at the time the respective contract is concluded.
- 1.2 These GT&C shall apply to Customers who are not consumers within the meaning of §13 BGB (German Civil Code).

§ 2 Conclusion of Contract

- 2.1 Contracts between S.D. GmbH and the Customer are concluded through individual communication (by telephone, e-mail, fax, or letter) and the conclusion of a contract between the parties present. Offers made by S.D. GmbH are not offers in the legal sense but are subject to change and non-binding unless specifically marked as binding or limited in time. If the Customer places an order, S.D. GmbH may accept it within five (5) days through a written order confirmation or by executing the order. Changes in performance after the conclusion of the contract are permissible insofar as they are customary, reasonable, and insignificant or if they are necessary to comply with mandatory legal requirements introduced after the conclusion of the contract.
- 2.2 The quantity, quality, and specifics of the goods and services will be based on the offer or the order confirmation provided by S.D. GmbH.
- 2.3 S.D. GmbH will not verify the correctness of the Customer's specifications or requirements that form the basis for the offer or order confirmation.
- 2.4 Unless expressly agreed otherwise in writing, S.D. GmbH will deliver goods and provide services in accordance with applicable technical standards (DIN, VDE, etc.) and permissible tolerances in Germany.
- 2.5 If S.D. GmbH provides deliveries and services based on the Customer's requirements and specifications, the Customer agrees to indemnify S.D. GmbH from any claims for damages made by third parties against S.D. GmbH regarding copyright or industrial property rights violations.
- 2.6 Quantities, descriptions, illustrations, quality designations, and advertising statements do not constitute guarantees unless S.D. GmbH expressly declares the guarantee in text form.

§ 3 Prices

- 3.1 Unless otherwise stated in an offer, order confirmation, or price list, all prices are quoted "EXW" (ex-works), meaning ex Sailerwöhr 16, 94032 Passau, Germany. In addition to the prices in the price lists above, the applicable value-added tax (VAT) must be paid in each case. If S.D. GmbH delivers the goods to a different location, the Customer will be responsible for all associated costs, including transportation, packaging, insurance, export, import, customs, and any other applicable duties.
- 3.2 S.D. GmbH will provide services and work on a time and materials basis. The agreed remuneration rates shall apply.
- 3.3 For services that S.D. GmbH does not provide at its place of business, travel and accommodation costs may be invoiced separately, as outlined in the offer. Meals will be included at the applicable daily rates.

§ 4 Terms of Payment

- 4.1 Unless otherwise specified in the order confirmation or the offer from S.D. GmbH invoices are payable immediately without deductions. Payment for customer services is also due immediately upon receipt and acceptance of the invoice, without deductions. Compliance with the payment deadlines will be determined by the date the payment is received in the account specified in the invoice. All payments must be made via bank transfer.
- 4.2 S.D. GmbH reserves the right to establish other terms of payment in individual cases. This may include requiring down payments or advance payments if there are valid reasons for doing so.

§ 5 Terms of Delivery

- 5.1 Goods will be considered delivered once the Customer accepts them at the premises of S.D. GmbH, following notification from S.D. GmbH that the goods are ready for collection. If an alternative place of delivery has been agreed upon with S.D. GmbH, the goods will be delivered to that address.
- 5.2 Unless otherwise specified, delivery and performance deadlines are maximum time limits. The time of transfer of risk will determine compliance with these deadlines (see clause 6). All contracts and delivery dates are contingent upon the accurate and timely delivery to S.D. GmbH. S.D. GmbH will not be held responsible for any non-delivery caused by issues with upstream suppliers, provided that a so-called congruent hedging transaction has been established with the upstream supplier in good time to fulfill contractual obligations. If goods are not delivered, S.D. GmbH will promptly inform the Customer and refund any purchase price already paid, including applicable shipping costs. The start of the delivery period assumes that all required documents, materials, and information from the Customer – required for the

execution of the contract – as well as any approvals or permits, have been handed over to S.D. GmbH in good time with the necessary content and/or the agreed quality.

- 5.3 Delivery and performance deadlines will be extended by the duration that S.D. GmbH demonstrates it was unable to procure, manufacture, or deliver goods or provide services due to circumstances beyond its control, such as labor disputes, force majeure, or other unforeseen events, and by a reasonable response time after the end of the disruption. Delivery and performance deadlines will also be extended if the Customer fails to fulfill their obligations to cooperate as required by the contract. This extension will also apply if the events occur while S.D. GmbH is already in default of the deadlines.
- 5.4 For reminders and deadlines set by the Customer to be valid, they must be submitted in writing.
- 5.5 If the Customer fails to accept the delivery of goods, they are responsible for any expenses incurred due to this delay. In such cases, S.D. GmbH will store the goods at the Customer's risk and expense.
- 5.6 S.D. GmbH has the right to deliver goods in reasonable installments. National deliveries will be duty paid and taxed; international deliveries will be duty unpaid and untaxed.

§ 6 Transfer of Risk

- 6.1 The risk of damage to and loss of goods shall pass to the Customer as follows:
 - 1) If the goods are delivered on the business premises of S.D. GmbH, the risk transfers to the Customer at the moment S.D. GmbH hands over the goods. The provision of § 300 BGB remains unaffected.
 - 2) If the goods are not delivered on the business premises of S.D. GmbH at the Customer's request, the risk transfers upon handover to the carrier or the person designated by the Customer for transportation.
- 6.2 If S.D. GmbH selects the mode of shipment, shipping route, or freight forwarder, S.D. GmbH shall only be liable for faults arising from that selection.
- 6.3 Unless otherwise agreed in writing, it is the Customer's responsibility to insure the goods during transportation at their own expense. In this respect, S.D. GmbH will not act in its own name or on the Customer's behalf.

§ 7 Retention of Ownership

- 7.1 Ownership of the delivered goods (goods subject to retention of title) will not pass to the Customer until all claims that S.D. GmbH holds from the business relationship with the Customer (including ancillary claims, default interest, and claims for damages) have been fully satisfied.
- 7.2 The Customer is allowed to resell the reserved goods in the ordinary course of business before fully settling the claims outlined in clause 7.1 unless a prohibition on assignment has been or will be agreed upon with third parties concerning the claims assigned to S.D. GmbH in advance, as stated in clause 7.3. The Customer must ensure that the goods, which are subject to retention of title, are stored and shipped according to the manufacturer's instructions.
- 7.3 In the event of resale, the Customer retains ownership of the reserved goods regarding its customers until the purchase price is paid in full. The Customer assigns all claims from such sales to S.D. GmbH as security for the invoice amount for the reserved goods (plus VAT) in advance. The Customer is still authorized under clause 7.4 to collect the assigned claims. However, the Customer may not pledge or assign the reserved goods as security.
- 7.4 The Customer is allowed to collect claims assigned in advance, as outlined in clause 7.3, during regular business operations. This collection authority also enables the Customer to collect receivables from the bank, provided the Customer has previously established agreements with the bank, ensuring that the incoming funds are not subject to the bank's lien. Additionally, the Customer must be able to transfer the proceeds to S.D. GmbH at any time. However, if the Customer falls behind on settling their obligations to S.D. GmbH, the collection authority will be revoked. Upon revocation, S.D. GmbH has the right to disclose the assignments and request all necessary information and documents from the Customer to enforce its rights.
- 7.5 Any processing or transformation of the reserved goods by the Customer will always be conducted for S.D. GmbH. If the reserved goods are processed with other items not owned by S.D. GmbH, S.D. GmbH will acquire co-ownership of the new item proportional to the value of the reserved goods (based on the final invoice amount, including VAT) relative to the other processed items at the time of processing. All other terms applicable to the reserved goods will similarly apply to the newly created item. If the reserved goods are inseparably combined or mixed with other items not belonging to S.D. GmbH, S.D. GmbH will also acquire co-ownership of the new item based on the same valuation ratio at the time of combination or mixing. If the goods subject to retention of title are combined or mixed in such a manner that the Customer's item is considered the principal item, both the Customer and S.D. GmbH agree that the Customer will transfer proportionate co-ownership of this item to S.D. GmbH, who accepts this transfer.
- 7.6 In the event of any seizure by third parties, the Customer is required to immediately inform said third parties about the ownership of the reserved goods and notify S.D. GmbH so that they may act following § 771 of the German Code of Civil Procedure (ZPO). If the Customer neglects to fulfill this obligation, they will be liable for any damages incurred.
- 7.7 If the Customer defaults on payment, S.D. GmbH reserves the right to reclaim the reserved goods from the Customer or any third parties at the Customer's expense. To facilitate this, the Customer assigns their claims for restitution against the third party to S.D. GmbH.
- 7.8 If the realizable value of the securities held by S.D. GmbH exceeds their secured claims by more than 10%, whether under this retention of title provision or in combination with other securities, S.D. GmbH is obliged to release securities of their choice upon the Customer's request.

§ 8 Liens

- 8.1 The Customer and S.D. GmbH agree that S.D. GmbH is entitled to a contractor's lien on any items belonging to the Customer that come into S.D. GmbH's possession while executing the contract. This lien secures S.D. GmbH's existing or future claims, as well as any other claims arising from the business relationship with S.D. GmbH. This entitlement also applies to any expectant rights the Customer has to acquire ownership of said items.
- 8.2 A notice of potential sale with a deadline may be sent to the Customer's last known address if the residents' registration office cannot determine a new address. S.D. GmbH may sell the pledged property via private sale and charge the Customer for the costs associated with this sale.

- 8.3 If the realizable value of the securities held by S.D. GmbH exceeds their secured claims by more than 10%, whether under this retention of title provision or in combination with other securities, S.D. GmbH is obliged to release securities of their choice upon the Customer's request.

§ 9 Warranty for Defects of Quality or Title

- 9.1 S.D. GmbH guarantees that the delivered items are free from material defects that could impair their intended use. The statutory provisions regarding defects in quality or title will apply to the delivery unless specified otherwise below.
- 9.2 S.D. GmbH will fulfill the warranty through subsequent performance, choosing between rectifying defects and providing a defect-free replacement. If subsequent performance does not take place after the Customer has set a reasonable deadline in writing, allowing S.D. GmbH at least two opportunities to perform, the Customer may withdraw from the contract or request a reduction in payment. The requirement to set a deadline is waived if mandated by law. S.D. GmbH will compensate for damages or reimburse futile expenses related to defects as per statutory provisions, but this is limited to the liability specified in clause 10. Other warranty claims are excluded.
- 9.3 For the warranty to be valid, the Customer must inspect the deliveries and services immediately upon receipt for their compliance with the contract and promptly notify S.D. GmbH in writing of any deviations and defects, providing a detailed description (cf. § 377 HGB). After consulting with S.D. GmbH, the Customer should request a written statement of the facts from the carrier. An average adjuster will be commissioned to issue a damage certificate if necessary.
- 9.4 The Customer agrees to assist S.D. GmbH in addressing defects by providing the necessary time, opportunity, and documentation for the investigation and resolution of these defects. Additionally, the Customer may need to allow S.D. GmbH to rectify deficiencies in its own facilities. In cases where there is an imminent threat to operational safety or to prevent disproportionately large damages, the Customer may involve third parties or request that S.D. GmbH covers the costs of precautionary measures. However, this is only permissible if the Customer has promptly informed S.D. GmbH.
- 9.5 There is no warranty obligation for defects or damages resulting from premature use, regular wear and tear, glass breakage, improper handling, excessive use, unsuitable equipment, operational errors, connection to inappropriate power sources, use of the incorrect type of power, defective repairs by third parties, or force majeure.
- 9.6 If third parties assert copyrights or industrial property rights against the Customer, the Customer must notify S.D. GmbH immediately in writing. S.D. GmbH has the right to defend the Customer against these third-party claims at its own expense. In this situation, the Customer shall inform S.D. GmbH of any defense actions and litigation to a reasonable extent and must not interfere with the defense against the claims (e.g., by acknowledging the third party's claims). This obligation applies as long as S.D. GmbH indemnifies the Customer against the disadvantages and risks associated with the third-party claim and provides adequate insurance against these disadvantages and risks.
- 9.7 The limitation period for warranty claims due to defects is one year, subject to clause 10 of these terms and conditions, in cases of fraudulently concealed defects or defects related to a third party's right in rem where the surrender of the delivery or service may be demanded, the statutory limitation period will apply. S.D. GmbH retains the right under clause 9.6 at its discretion, even after the limitation period for liability due to defects in title has expired.

§ 10 Liability

- 10.1 S.D. GmbH assumes liability – contractual or extra-contractual – only to the extent outlined below:

S.D. GmbH shall be liable for slightly negligent breach of essential obligations, which are those breaches that jeopardize the achievement of the contract's purpose. This also includes violations of cardinal obligations, which are obligations essential for the proper execution of the contract and on which the Customer regularly relies. However, in both cases, liability is limited to foreseeable damage typical for the contract. S.D. GmbH shall not be liable for slightly negligent breach of obligations outside of those specified above.

The limitations of liability mentioned in the previous paragraph do not apply in cases involving injury to life, limb, or health due to defects, cases where a guarantee for product quality has been assumed, or in instances of fraudulently concealed defects. Liability under the Product Liability Act remains unaffected.

- 10.2 Claims against S.D. GmbH for damages or reimbursement of unnecessary expenses arising from either contractual or non-contractual liability shall become time-barred after one year. This excludes claims related to injury to life, body, or health, as well as cases of intent, gross negligence, and those covered by the Product Liability Act. The one-year period begins at the end of the year in which the claim arose and when the Customer becomes aware of the circumstances leading to the claim and the responsibility of S.D. GmbH, or when they should have become aware of them without gross negligence. The period will end no later than the maximum periods specified in Section 199 (3) and (4) BGB. This limitation does not affect the provisions concerning claims for material defects and defects of title (see clause 9.7).

§ 11 Services

- 11.1 The Customer must notify S.D. GmbH in writing of any requests for changes and extensions (referred to as "changes"). S.D. GmbH must implement these changes only after a written agreement has been reached. This agreement may include modified delivery and performance deadlines as well as additional compensation. If no agreement is reached, S.D. GmbH will proceed with the contract without considering the requested changes. Additionally, S.D. GmbH may request compensation based on time and materials for reviewing changes and preparing supplementary offers.
- 11.2 Acceptance or commissioning will also be considered valid if the Customer uses the work or delivery item in live operation for more than one month, expresses approval in any other way, fails to declare acceptance within the specified grace period, or refuses acceptance despite the item being ready and after a reasonable grace period has been set.
- 11.3 S.D. GmbH may request partial acceptance for completed components of its service. In this case, the entire work or delivery item will be considered accepted upon final acceptance. Any partial acceptances that have already taken place will remain valid regardless of the outcome of the final acceptance.

§ 12 Customer's Participation

- 12.1 The Customer agrees to provide S.D. GmbH with all necessary information in a timely manner to facilitate the performance of the contract.

- 12.2 To support the fulfillment of the contract, the Customer will assist S.D. GmbH at no additional cost. This assistance may include providing employees, workspaces, the appropriate IT environment, telecommunications, equipment, and data as necessary and on time. The Customer will also aid in specifications, testing, acceptances, and other related tasks.
- 12.3 The Customer is generally responsible for the installation and assembly of goods and work services. Specifically, the Customer will carry out installation and any related ancillary tasks outside the industry and supply the equipment and energy required for assembly and commissioning. Additionally, the Customer is responsible for safety and protective devices unless these are included as part of the goods or work services.

§ 13 Confidentiality

- 13.1 The Customer agrees to keep all information received from S.D. GmbH confidential during the initiation and execution of the contract, even if that information is not legally protected (e.g., by copyright). This confidentiality specifically includes technical information (such as drawings, material descriptions, or calculations), sales documents (including specifications and price lists), and other commercial information (for example, delivery capacity). S.D. GmbH will retain ownership of cost estimates, offers, drawings, and other documents. Upon request, the Customer will return all such documents to S.D. GmbH.
- 13.2 The confidentiality obligation does not apply if the information has been made public by S.D. GmbH, has been disclosed to the Customer legitimately by third parties, or if the Customer is required by law to disclose the information accessible to authorities or courts.
- 13.3 The obligation for confidentiality remains in effect even after the contract has been completed or if the contract was never concluded.

§ 14 Offsetting - Retention

- 14.1 The Customer may only offset undisputed or legally established claims.
- 14.2 The rights of retention, as outlined in § 273 BGB and §§ 369 et seq. of the German Commercial Code (HGB), will only be available to the Customer if the claim justifying these rights is based on the same legal relationship as the claim of S.D. GmbH. This restriction does not apply if the Customer's counterclaims are undisputed or have been legally established. The Customer is not entitled to a right of satisfaction under § 371 HGB.
- 14.3 The possibility of reducing the compensation under clause 9.2 will remain unaffected by the provisions mentioned above.

§ 15 Termination of Work and Service Contracts

- 15.1 Each contracting party has the right to terminate a contract for good cause or to revoke acceptance of an order. Good cause is particularly considered to exist under the following circumstances:
- 1) Insolvency proceedings are initiated or dismissed due to a lack of assets, or out-of-court settlement proceedings are conducted;
 - 2) The claims of the other contracting party are seized, and this seizure is not lifted within two weeks;
 - 3) The Customer violates copyright and usage rights regulations (see clause 11).
- 15.2 Before termination for good cause, a written warning must be issued, stating the reason for termination and providing a deadline, unless the delay would be unreasonable for the terminating party.
- 15.3 The right to ordinary termination remains unaffected. Notice of termination must be provided in written form.

§ 16 Export Regulations

- 16.1 Under no circumstances may the Customer transfer or export products and services to any country subject to a US embargo. Additionally, these products and services must not be made available to individuals, companies, or institutions listed on specific sanction lists maintained by US authorities. The same restrictions apply to export regulations of the European Union and the Federal Republic of Germany.

§ 17 Other Provisions

- 17.1 S.D. GmbH may electronically store and process the Customer's data shared during the contractual relationship for internal purposes and to fulfill the contract.
- 17.2 These General Terms and Conditions replace all previous agreements between the contracting parties.
- 17.3 All legal relationships between the contracting parties shall be governed by German law, excluding the UN Convention on Contracts for the International Sale of Goods. The place of performance and jurisdiction for any disputes shall be the registered office of S.D. GmbH if the Customer is a merchant, a legal entity under public law, or a special fund under public law. This also applies if the Customer does not have a general place of jurisdiction in Germany or if their place of residence or habitual abode is unknown at the time the action is filed. S.D. GmbH reserves the right to initiate legal proceedings at the Customer's place of jurisdiction or any other jurisdiction permitted by national or international law.