

General Terms and Conditions of Sale (Goods) of Green Elephant Biotech GmbH

1) ACCEPTANCE, SCOPE, AND STRUCTURE OF THESE TERMS AND CONDITIONS

- a) These General Terms and Conditions of Sale ("Terms") apply to the sale of Goods ("Goods") by Green Elephant Biotech GmbH ("GEB"). GEB shall deliver and the Customer (as defined below) undertakes to purchase the Goods in accordance with and on the basis of these Terms, which together with the Specifications (*as defined below*) shall be Integral part of the Contract (*as defined below*).
- b) These Terms shall take precedence over any general Terms and Conditions of purchase of the Customer, irrespective of whether or when the Customer has submitted such other Terms and Conditions. Fulfillment of the Customer's order does not constitute acceptance of the Customer's Terms and Conditions and does not constitute an amendment or supplement to these Terms.
- c) Each of the following acts constitutes an unqualified acceptance of these Terms by the Customer: (i) the written confirmation of these Terms; (ii) the placing of an order for the Good(s); (iii) the acceptance of a delivery of Good(s); (iv) the payment of the Good(s); (v) any other act or expression of acceptance by the Customer. If there is a written contract signed by both parties for the sale of the Goods, the Terms of such contract shall always prevail to the extent that they are inconsistent with or in addition to these Terms.
- d) These Terms only apply to commercial Customers and in commercial business transactions and not to consumers within the meaning of Sec. 13 of the German Civil Code ("BGB").
- e) Deviations from these Terms are only binding if they are agreed in writing between the authorized representatives of the Customer and GEB.

2) CONCLUSION OF CONTRACT

- a) A contract ("Contract") between GEB and the Customer is concluded by order and acceptance in accordance with the following provisions.
- b) Written conclusion of Contract: A Contract between GEB and the Customer is concluded in such a way that the Customer accepts a written offer from GEB ("Offer"), to which these Terms are attached or in which reference is made to these Terms, or a written order from the Customer ("Order") is accepted by GEB ("Acceptance"), whereby in the latter case the Terms also become part of the Contract by reference to the validity of the Terms in the declaration of Acceptance by GEB, even if these are not referred to in the Customer's Order.
- c) Conclusion of contract via the GEB online shop: The presentation of Goods in the GEB online shop ("Online Shop") does not constitute a legally binding Offer by GEB, but rather an invitation to the Customer to place an Order. By clicking on the order button in the last step of the ordering process in the Online Shop, the Customer submits a binding offer (Order) to purchase the Goods listed on the order page, including these Terms. The purchase Contract is concluded when GEB accepts the Order by sending an order confirmation in writing after receiving the Order or when the Goods are dispatched by GEB.
- d) The Contract entered into pursuant to the foregoing constitutes the entire agreement between the parties and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties and communications, whether written or oral.

3) DEFINITIONS, REFERENCE TO LAWS, HEADINGS

- a) The following definitions apply in these Terms:
"Affiliate" means any natural or legal person that directly or indirectly (i) controls, (ii) is controlled by, or (iii) is under common control with the relevant party. The Terms control and

controlled refer to the direct or indirect ownership of at least fifty percent (50%) of the voting capital of a party or the right to direct the policy decisions of such party..

"Business Day" means any day that is not a Saturday, Sunday or public holiday at GEB's registered office, or any day on which banking institutions at GEB's registered office are authorized or required by law or other governmental action to close.

"Confidential Information" means any information disclosed in writing, orally, electronically or in any other form (tangible or intangible) which is confidential or proprietary and relates to the other party and/or its Affiliates, including but not limited to details of its business, affairs, Customers, clients, suppliers, plans, strategy or products (either existing or under development), unless such information is already in the public domain prior to disclosure or becomes publicly known after disclosure without any action on the part of the Customer.

"Consumables" means the disposable items or consumable products to be supplied by GEB under the Contract.

"Customer" means the natural or legal person who/which concludes a Contract for the purchase of Goods with GEB in accordance with these Terms.

"Force Majeure" means any event beyond the reasonable control of either party and includes but is not limited to war, threat of war, revolution, terrorism, riot or civil commotion, strikes, lock-outs or other industrial action, blockades or embargoes, acts or restrictions by governments or authorities (including but not limited to protection orders), failure of supply of water, electricity, fuel, transportation, equipment or other supplies or services, explosion, fire, radiation, flood, natural disaster or adverse weather conditions of comparable magnitude, pandemic, epidemic or forces of nature.

"Goods" means the Goods (including any subset of the Goods or parts for them) to be supplied by GEB under the Contract and

includes, where the context so requires, Consumables, equipment, instruments, systems and/or software.

"Intellectual Property" means patents, patent applications, design rights, Inventions (as defined below), invention disclosures, trade secrets, know-how, copyrighted works, databases, trademarks, service marks, trade dress, trade names and trade dress, and all similar proprietary rights and any licenses or rights of use relating to any of the foregoing.

"Invention" means any new device, design, product, article, method, process, or any improvement or modification thereof, whether or not patentable, copyrightable, and protectable under any other intellectual property, trade secret, or similar law.

"In Writing" means any written notification or submission of a declaration of intent (in particular offer / acceptance), including notification / declaration of intent by letter, e-mail or other electronic forms like DocuSign and the term "written" shall be construed accordingly.

"Offer" means the offer prepared by GEB and issued to the Customer.

"Place of delivery" means the place specified in the Contract to which GEB is to arrange delivery of the Goods.

"Price" means the price for the Goods determined in accordance with the Contract. "Prices" shall be interpreted accordingly.

"Specification" means the (technical) description of the Goods attached to the Offer or Acceptance or otherwise provided to the Customer by GEB in writing.

"Term" means the period beginning with the conclusion of the Contract until the end of the term as specified in the Contract.

"Terms" means the General Terms and Conditions of Sale set out in this document.

"Warranty Period" means the period commencing on the date of delivery of the Goods to the delivery location and ending one (1) year after the date of delivery.

- b) Any reference in these Terms to a provision of statutory law shall be construed as a reference to that provision in the version of the law in force at the time.
- c) The headings in these Terms are for convenience only and have no influence on their interpretation.

4) BASIS OF THE SALE

- a) GEB shall sell and the Customer shall purchase the Goods pursuant to the concluded Contract, in each case subject to these Terms which shall govern the Contract to the exclusion of all other terms and conditions on which an Offer by GEB is accepted by the Customer or s on which an Order by the Customer is made. (Supplementary) Additional verbal agreements made before or at the conclusion of the Contract must be made in writing.
- b) GEB's employees or other representatives are not authorized to make any oral representations concerning the Goods unless confirmed in writing by GEB. By entering into the Contract, the Customer acknowledges that it is not relying on such unconfirmed representations and waives any claims for breach thereof.
- c) Any advice or recommendations given by GEB or its employees or agents to the Customer or its employees or other representatives as to the storage, application or use of the Goods shall be at the Customer's own risk and GEB shall accordingly not be liable for any such advice or recommendations. Marketing and other promotional materials relating to the Goods are for illustrative purposes only and do not form part of the Contract. The Customer acknowledges that it has not relied on any representations or statements made by GEB in placing its Order other than those expressly set out in the Contract.
- d) Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by GEB,

including GEB's website, is subject to correction without any liability on the part of GEB.

5) ORDERS, BINDING TO OFFERS

- a) GEB does not guarantee that all Goods will be available for Orders at all times or that GEB will be able to deliver the desired quantities until an Order is accepted.
- b) An Order accepted by GEB is binding and may be canceled by the Customer only with the written consent of GEB and on condition that the Customer fully indemnifies GEB against all losses (including loss of profit), costs (including the cost of all labor and materials used), damages, charges and expenses incurred by GEB as a result of the cancellation.
- c) Offers from GEB that do not include a period for acceptance may be revoked by GEB if GEB does not receive a written confirmation of acceptance from the Customer within three (3) weeks of the date of the Offer.

6) PRICE

- a) The price is derived (i) from the Online Shop, or (ii) from the Offer by GEB or, (iii) if the Offer does not contain any information about the price, from the applicable GEB list prices available on GEB's website.
- b) Unless otherwise agreed in writing between the Customer and GEB, all prices are quoted by GEB on the basis of DAP INCOTERMS ® 2020. The costs of transportation, packaging, freight and insurance shall be borne by the Customer.
- c) All prices are exclusive of any statutory value added tax (or equivalent sales tax), turnover tax, withholding tax or other tax (other than income tax to which GEB may be subject) which is additionally payable by the Customer. Customers within the EU are required to provide their VAT identification number.

7) TERMS OF PAYMENT

- a) Subject to any additional or different terms agreed in writing between the Customer and GEB, GEB shall be entitled to invoice the

Customer for the price of the Goods on or at any time after delivery of the Goods.

- b) The Customer is obliged to pay the price in the corresponding invoice currency within the agreed payment period, irrespective of whether delivery has taken place and ownership of the Goods has been transferred to the Customer.
- c) If the Customer fails to make a payment on the due date, GEB shall be entitled, without prejudice to any other rights and remedies, (i) to rescind the Contract or suspend further deliveries to the Customer after granting a grace period of at least two (2) weeks; and (ii) to charge the Customer interest on the unpaid amount at the statutory rate until payment is made in full. Interest shall accrue on a daily basis and shall apply from the due date of payment until actual payment is made in full. GEB is entitled to claim further damages.
- d) All payments shall be made in full and without any deduction or set-off or counterclaim in accordance with the terms of payment set forth in the Contract.
- e) GEB may require the Customer to provide an irrevocable and confirmed letter of credit, a bank guarantee or a bank guarantee as security for payment two (2) weeks before the delivery date. The assertion of rights of retention by the Customer or offsetting with counterclaims of the Customer that are not recognized by GEB, not legally established and not yet ready for decision is not permitted.
- f) GEB is not obliged to accept checks or bills of exchange as means of payment. The acceptance of such means of payment must be agreed in writing in advance and is in any case only on account of fulfillment (*erfüllungshalber*) and does not constitute fulfillment of an obligation. All associated costs shall be borne by the Customer. Credits from checks and bills of exchange shall be made less costs and subject to receipt with value date of the day on which GEB can dispose of the equivalent value.

8) LIABILITY OF GEB

- a) GEB shall be liable in cases of intent or gross negligence on the part of GEB or a representative or vicarious agent in accordance with the statutory provisions.
- b) In cases of simple negligence on the part of GEB or a representative or vicarious agent, GEB is liable only for the culpable breach of cardinal obligations (cardinal obligations are obligations whose fulfillment is essential for the proper execution of the Contract and on whose compliance the contractual partner may regularly rely). In this case, however, GEB's liability is limited to the foreseeable damage typical for the Contract.
- c) The limitation of liability under paragraph b) shall not apply (i) in the event of culpably caused injury to life, body or health, (ii) in the event of liability under the German Product Liability Act, (iii) if and to the extent GEB or a representative or vicarious agent fraudulently conceals a defect and (iv) if and to the extent GEB has assumed a guarantee for the quality of the Goods.
- d) GEB is not liable for the correct selection of the Goods for the purpose intended by the Customer in the individual case and for the correct connection of the Goods to each other or to objects belonging to the Customer. This is the sole responsibility of the Customer or the person who connects and installs the Goods on behalf of the Customer. GEB rejects any liability for faulty and/or incorrect connections of the Goods and for use that does not comply with the applicable law of the country of use.
- e) GEB shall not be liable to the Customer for delay or failure to fulfill obligations under the Contract if the delay or failure is due to Force Majeure.
- f) GEB shall not be liable for any damage caused directly or indirectly to any person by (i) the operation or use of the Goods in combination with other hardware not supplied by GEB, unless such combination is authorized in advance by GEB and/or the damage is substantially caused by the hardware not supplied by GEB; (ii) any modification to the

Goods or any of their components by the Customer or any third party not authorized in advance by GEB; and/or (iii) any words, descriptions, trademarks, and other matter printed on the Goods at the Customer's request or in accordance with the Customer's specification.

- g) The Customer indemnifies GEB and its vicarious agents against all claims asserted by its own vicarious agents for injury or death of persons or loss of or damage to property occurring on GEB's premises or during the cooperation with GEB or the support of GEB in the Customer's work, unless GEB or its vicarious agents have caused the damage underlying the claim intentionally or negligently.

9) OBLIGATION OF THE CUSTOMER TO PAY DAMAGES

The Customer agrees to indemnify and hold GEB harmless from and against any and all costs, losses, expenses, damages, claims, liabilities or fines, including, but not limited to, reasonable attorneys' fees and court costs, arising out of or in connection with (i) any alleged infringement of any patent or other proprietary right of any person or party to the extent the Goods were manufactured in accordance with the specifications furnished or required by Customer; or (ii) any injury to body or health or death of any person and any damage to or destruction of property resulting directly or indirectly from the use of the Goods sold under the Contract, excluding any such costs, losses, expenses, damages, claims, liabilities or fines caused by or resulting from GEB's negligence; or (iii) the negligence and/or willful misconduct of the Customer, its employees or other agents or other representatives.

10) TERMINATION

- a) The Agreement may be terminated by either party with immediate effect by written notice to the other party if the other party: (i) commits a material breach of the Contract and fails to remedy such breach, if remediable, within twenty (20) Business Days after receipt of a written request to remedy such breach; or (ii)

becomes unable to pay its debts within the meaning of Sec. 17 of the German Insolvency Act (InsO) or overindebted within the meaning of Sec. 19 InsO or becomes subject to proceedings under any bankruptcy, insolvency or liquidation law or is otherwise unable to pay its debts as they become generally due; or (iii) becomes subject to a seizure of assets or a court order or court decree having a material adverse effect on its business; or (iv) makes an assignment for the benefit of its creditors other than in the provision of financing or credit in the ordinary course of its business, or (v) files for bankruptcy.

- b) If this clause applies, then without prejudice to any other rights or remedies, in particular the right to terminate under Sec. 10(a) above, GEB shall be entitled to suspend further deliveries of Goods under the Contract without liability to the Customer and if the Goods have already been delivered but not yet paid for, the price for the delivered Goods shall become due and payable immediately notwithstanding any previous agreement or arrangement to the contrary.

11) INSURANCE

The Customer is obliged to maintain comprehensive liability insurance at its own expense, including property damage insurance and public liability insurance, and to maintain coverage and coverage amounts at a commercially reasonable level. At GEB's written request, the Customer shall promptly provide GEB with certificates of insurance showing the coverage amounts, coverage limits and expiration dates of the respective insurance policies.

12) COMPLIANCE REQUIREMENTS

- a) General: The Customer and GEB undertake to comply with all applicable national and international laws and regulations, in particular the applicable export control regulations and sanctions programs as well as the applicable legal provisions on data protection, occupational health and safety. The Customer further undertakes not to export, re-export or transfer any technology developed with or

using information or technology provided by GEB and not to violate any applicable laws or regulations of the competent authorities.

- b) The Goods are supplied exclusively for civil and peaceful purposes. The Customer may not use the Goods, information and technology offered by GEB in or in connection with nuclear technology or weapons of mass destruction (nuclear, biological or chemical) and their carriers or for other weapons (in particular use for the development of biological, chemical or other weapons).
- c) Export control: The Goods may be subject to international and national export restrictions. The acceptance and execution of the Order shall be subject to strict compliance with the relevant statutory provisions and embargo regulations. The acceptance and execution of Orders for Goods subject to authorization is subject to the granting of corresponding export licenses by the competent national authorities. In the case of Goods subject to authorization, GEB requires a corresponding end-use certificate from the end user stating the exact intended use of the Goods and containing a meaningful company profile. By placing an Order, the Customer undertakes to provide all requested information and data in good time in order to obtain the necessary documents.
- d) Pharmaceuticals, Cosmetics, Food: For Customers in the pharmaceutical, cosmetic and/or food industry, it is expressly agreed that the Customer is solely responsible for compliance with the laws, regulations and practices applicable to its industry, including but not limited to medical requirements, general manufacturing practice guidelines and applicable laws, regulations and other provisions.

Data protection: GEB is entitled to process the personal data received from Customers on the basis of the business relationship in accordance with the provisions of the Federal Data Protection Act and the GDPR. Our privacy policy can be viewed at <https://www.greenelephantbiotech.com/policy>,

which provides information on the type, scope and purpose of data collection.

e) ESG Compliance

Principle: GEB aims to conduct its business in a socially responsible and environmentally sustainable manner, promoting the principles of ESG (Environmental, Social and Governance) sustainability, in particular in the following respects:

1. **Legal Compliance:** Compliance with all applicable laws, regulations and standards relating to ESG practices in Germany.
2. **Compliance with environmental regulations:** Strive to minimize environmental impacts by implementing measures to reduce waste, conserve energy and promote the use of renewable resources, among others. Complying with all relevant environmental regulations and obtaining the necessary permits and licenses for the respective activity. Promoting environmental awareness among employees and stakeholders.
3. **Social responsibility:** Adherence to fair labor practices, including the prohibition of child labor and forced labor. Establishing a safe and healthy working environment for employees and taking measures to prevent accidents and occupational risks. Promote diversity, equal opportunity and non-discrimination in the workforce.
4. **Corporate governance:** Establish high standards of corporate governance, including transparency, accountability and integrity in business practices. Implementation of internal controls and procedures to prevent corruption, bribery and other unethical behavior.
5. **Reporting and monitoring:** Regularly monitor and assess own ESG performance and strive for continuous improvement. Disclosure of relevant ESG information to stakeholders as required by applicable laws and regulations.

13) SPECIFICATIONS

- a) The Customer shall be responsible to GEB for ensuring that the terms of any Order (including any specification) placed by the Customer ("Customer Specification") are correct and that GEB receives all necessary information regarding the Goods in sufficient time to enable GEB to perform the Contract in accordance with the Contract.
- b) The quantity, quality and description of the Goods as well as the specification of the Goods must correspond to the information in GEB's Offer.
- c) If the Goods are to be manufactured or a process is to be applied to the Goods in accordance with a Customer Specification, the Customer shall indemnify GEB against all losses, damages, costs and expenses imposed on or payable by GEB in connection with the settlement of any claim for infringement of third party intellectual property rights arising out of the use by GEB of the Customer Specification.
- d) GEB reserves the right to make any changes (i) to the Specification or Customer Specification, as the case may be, of the Goods which are necessary to comply with any applicable safety or other legal requirements; and/or (ii) where the Goods are to be supplied to GEB's Specification, to the components, functionality or performance characteristics of the Goods supplied under an existing Order, provided that the Goods continue to conform in all material respects to the Specification or Customer Specification in force at the date of the Order.

14) DELIVERY

- a) GEB will notify the Customer in writing as soon as the Goods are dispatched, including further delivery information and tracking number. GEB is not responsible for any (estimated) delivery dates stated in the delivery information, which are provided solely by the carrier. The Goods may be delivered in installments. A delay in delivery or a defect in a partial delivery does not entitle the Customer to cancel another partial delivery or the Contract.

- b) Unless the parties agree otherwise, the packaging material shall be disposed of by the Customer at the Customer's expense.
- c) In the event that delivery dates have been agreed between GEB and the Customer, GEB shall use its commercially reasonable endeavors to meet these delivery dates. However, these dates are not fixed and the delivery dates are not of the essence of the Contract. GEB shall not be liable for any delay in the delivery of the Goods. GEB is entitled to deliver the Goods before a stated delivery date if the Customer is given reasonable notice.
- d) The Customer acknowledges that a deviation in the quantity of Goods ordered of up to 10% more or 10% less than the quantity ordered shall not be considered as non-performance by GEB, provided that GEB only invoices the Customer for the quantity actually delivered and the Customer is only obliged to pay for this quantity.
- e) If GEB is unable to deliver the Goods for reasons other than those for which GEB is not responsible, and GEB is liable to the Customer accordingly, GEB's liability shall be limited to the price of the Goods that GEB has not delivered.

15) TRANSFER OF RISK AND OWNERSHIP

- a) The risk of damage to or loss of the Goods shall pass to the Customer: (i) in the case of collection from GEB's premises, at the time when GEB notifies the Customer that the Goods are ready for collection; or (ii) in the case of delivery outside GEB's premises, at the time when the Goods are delivered or, if the Customer wrongfully fails to take delivery of the Goods, at the time when GEB has offered to deliver the Goods.
- b) Notwithstanding delivery and the passing of risk in the Goods or any other provision of these Terms, title to the Goods shall not pass to the Customer until GEB has received full payment of the price of the Goods (retention of title).
- c) The retention of title also extends to claims that GEB subsequently acquires against the

Customer in connection with the delivered Goods. The Customer is entitled to resell the delivered Goods in the ordinary course of business; the Customer hereby assigns to GEB all claims in the amount of the price agreed between GEB and the Customer (including statutory domestic VAT and comparable foreign taxes) that accrue to it against third parties from the resale of the delivered Goods, irrespective of whether the resale takes place before or after processing of the Goods whichh are subject to the retention of title. The Customer is authorized to collect the claims against third parties as long as it meets its payment obligations to GEB and insolvency proceedings have not been applied for or opened against the Customer's assets. GEB's authority to collect the claim itself remains unaffected. However, GEB undertakes not to collect the receivables as long as the Customer duly fulfills its payment obligations, is not in default of payment and insolvency proceedings have not been applied for or opened against its assets. If this is the case, however, GEB may demand that the Customer discloses the assigned claim and its debtors, provides all information necessary for collection, hands over the relevant documents and informs the debtors (third parties) of the assignment. The handling and processing of the Goods shall be carried out for GEB. If the Goods are combined, mixed or blended with other goods not belonging to GEB, GEB shall acquire co-ownership of the new goods in the ratio of the value of the Goods supplied by GEB to the other goods at the time of combination, mixing or blending. GEB undertakes to release the securities to which it is entitled at the Customer's request to the extent that their value exceeds the claim to be secured by more than 20%. The Customer is obliged to keep the delivered Goods in proper condition for the duration of the retention of title and as long as it has not yet resold it in the ordinary course of business, and to have all maintenance work and necessary servicing provided for by GEB or by a company recognized by GEB carried out without delay. As long as the Customer has not yet resold the delivered Goods in the ordinary course of business and has not

transferred possession of them, it must also mark them as the property of GEB.

- d) As long as title to the Goods has not passed to the Customer (and as long as the Goods are still available and have not been resold), GEB is - in the event of a default of payment by the Customer - entitled to demand that the Customer surrender the Goods at any time and, if the Customer does not comply immediately, to enter the premises of the Customer or a third party where the Goods are stored and take back the Goods.
- e) The Customer may neither pledge the delivered Goods whichh are subject to the retention of tilte nor to encumber them in any way to secure liabilities (e.g. assignment as security); if it does so, however, all claims of GEB against the Customer (without prejudice to other rights and claims of GEB) shall become due and payable immediately. In the event of seizure by third parties, in particular in the event of attachment, the Customer must notify GEB immediately in writing and inform the third party without delay of GEB's retention of title. The Customer shall bear all costs incurred to lift the seizure or to recover the delivered Goods.

16) WARRANTY AND LEGAL REMINDERS

- a) GEB warrants in accordance with this Sec. 16 a) that the Goods shall conform to the Specification at the time of delivery and shall be free from defects in material and workmanship during the Warranty Period. GEB will, at its option, repair, replace or refund the price of any Goods that do not conform to this Sec. 16(a), provided that the Customer notifies GEB in writing (i) in the case of defects that are discoverable upon physical inspection, no later than five (5) Business Days after the arrival of the Goods at the place of delivery; or (ii) in the case of latent defects, within a reasonable time after discovery that some or all of the Goods do not comply with this Sec. 16(a) and with sufficient detail of the nature and extent of the defects and in accordance with GEB's return policy, notified to the Customer. The Customer shall be deemed to have accepted

the Goods if it fails to notify GEB of the non-conformity of the Goods with the requirements set forth in this clause 16 a) within the time limits set out above.

- b) The above warranty is given by GEB subject to the following conditions: (i) GEB shall not be liable for any defect in the Goods resulting from a drawing, design or Customer Specification; (ii) GEB shall not be liable for any defect resulting from normal wear and tear, willful damage, negligence, adverse working conditions, failure to follow GEB's instructions (oral or written) regarding storage, installation, commissioning, use or maintenance of the Goods or best practices regarding storage, installation, commissioning, use or maintenance of the Goods, misuse or alteration or repair of the Goods without GEB's consent; (iii) GEB shall not be liable under the foregoing warranty (or any other warranty, condition or guarantee) if the Customer uses any Goods after informing GEB that such Goods do not comply with the provisions of Sec. 16 a); (iv) GEB shall not be liable under the foregoing warranty (or any other warranty, condition or guarantee) if such failure occurs as a result of damage or loss not culpably caused by GEB after the risk in the Goods has passed to the Customer.
- c) Except as expressly provided in these Terms, all warranties or other comparable terms implied by law are excluded to the fullest extent permitted by law. Except as set out in this Sec. 16, GEB gives no warranties or guarantees and makes no other representations in relation to the Goods.
- d) All Customer claims, irrespective of their legal basis, shall be subject to a limitation period of one (1) year from the date of delivery, except that the statutory limitation periods shall apply to intentional or fraudulent conduct as well as gross negligence of GEB or its vicarious agents and to claims under the German Product Liability Act.

17) INTELLECTUAL PROPERTY

- a) Notwithstanding any other provision of this Contract or the termination or expiration of

this Contract, GEB shall own all right, title and interest in and to all Intellectual Property relating to the Goods in GEB's possession or control as of the Offer Date and all Intellectual Property developed by GEB after the written Order confirmation, provided that it is not based solely on (i) Customer's Confidential Information; or (ii) Customer's Intellectual Property. Except as otherwise expressly provided in these Terms, no Intellectual Property rights of GEB are transferred, assigned, leased, licensed or otherwise procured for the Customer under the Contract. The procurement and maintenance of copyrights or Intellectual Property rights in respect of the Goods or other technology, including Inventions owned by GEB, shall be at the discretion and expense of GEB.

- b) If the Goods or any part of the Goods become, or in GEB's opinion are likely to become, the subject of any infringement claim, the Customer shall permit GEB, at its option and expense, to either (i) procure for the Customer the right to continue using the Goods, or (ii) replace or modify the Goods (or the affected parts or elements) to cure the infringement, provided that such replacement and/or modification does not materially impair the functionality or efficiency of the Goods. GEB's obligations under this section shall not apply to Goods which are modified or used by the Customer other than in accordance with the Contract or GEB's written instructions. The Customer shall indemnify and hold GEB harmless against all loss, damage, liability, costs and expenses incurred by GEB in connection with any claim arising out of such modification or use.
- c) With respect to any trademarks affixed to or incorporated into the Goods, use of the trademarks shall be in accordance with the Contract and GEB's (or licensor's) trademark guidelines provided to Customer from time to time, and the goodwill associated with the use of the trademarks shall inure to the benefit of GEB (or licensor) and, at GEB's request, Customer shall, at its expense, sign any documents and take any actions necessary to transfer such goodwill to GEB or GEB's licensor,

as the case may be. The Customer undertakes not to register or register or cause or assist any third party to register or register the same or a confusingly similar trademark and shall not alter or remove such trademark from the Goods unless authorized to do so in writing by GEB.

18) SYSTEMS AND SOFTWARE

If Customer licenses software from GEB, including software licensed in connection with the purchase of a Good, and any other software or firmware embedded in, loaded onto, or otherwise associated with the purchased Good, the following additional terms apply:

- a) GEB grants the Customer the non-exclusive right and license to use the copy of the software in object form that is located on the readable computer media provided to the Customer by GEB.
- b) The software and related copyrights are the property of GEB, a GEB Affiliate or certain of GEB's suppliers, and title to the software generally or to the related copyrights shall not pass to the Customer by reason of the Customer's use of the software. The license rights granted herein may not be transferred to any other party without the written consent of GEB.
- c) The Software is protected by applicable national copyright laws and Customer may not copy it or have it copied, except that Customer may (i) make such copies as are necessary for Customer's use of the software as intended, including for troubleshooting purposes, or (ii) to reproduce the software for backup or archival purposes and to transfer the software to a substitute computer in the event of a computer malfunction.
- d) The Customer is obliged (i) not to use the Goods and the associated documentation for human in-vitro diagnostics applications, (ii) not to use the software other than with the purchased Goods and not for any purpose outside the field of application for which it is provided, and (iii) not to cause or permit reverse engineering, disassembly, decompilation, modification or adaptation of the software or the combination of the software with other software, unless the information necessary to make the software compatible with other programs was not previously readily available to the Customer, in which case only to the extent necessary to obtain the information required to make the software compatible, and (iv) not to relocate the software to any country in violation of any applicable import or export control regulations.
- e) The Customer undertakes not to remove or alter manufacturer's information, in particular copyright notices, without the prior written consent of GEB. All other rights to the software and documentation, including copies, remain with GEB. The Customer is not entitled to grant sublicenses to the software.
- f) The Customer further acknowledges that its use of the software may be subject to the terms of any third-party license agreements or notices provided to Customer by GEB, as well as the rights of other owners or providers of software or firmware included in the software, and that Customer must comply with the terms of any such license agreements and third-party rights provided to Customer by GEB in advance.
- g) The software is subject to the limited warranty applicable to the system as set forth in Sec. 16 and no other express or implied warranty.
- h) GEB makes no warranty, express or implied, that the operation of the software or firmware will be uninterrupted or error-free or that the functions contained in the software or firmware will be adequate even if used outside the agreed Specifications. Software or firmware corrections made during the Warranty Period shall be warranted for a period of one (1) year from the date of delivery by GEB or until the expiration of the Warranty Period, whichever is longer.
- i) In the event of non-compliance with any of the provisions of this subsection 17, the Customer's right to use the software shall expire. If the right of use expires, the Customer is obliged to

return the data carrier provided by GEB and all copies of the software to GEB.

- j) Any replacements, corrections or upgrades to the software received by Customer from GEB or any GEB Affiliate shall be subject to the same limitations and other provisions contained in this Sec. 17, regardless of whether this Sec. or these Terms are expressly referenced when Customer receives replacements, corrections or upgrades, unless replacements, corrections or upgrades are delivered with a separate license agreement that expressly supersedes these Terms. The Warranty Period for all upgrades is one (1) year from the date of delivery to the Customer. Replacements, corrections and upgrades shall be provided at the prices and payment terms agreed at the time of delivery.
- k) GEB assumes no liability or warranty obligation if changes are made to the software or firmware by persons other than GEB or its representatives. In addition, GEB shall invoice the costs and expenses incurred until such a change is detected, as well as all repair work required to restore the software or firmware to the condition covered by the warranty.
- l) The Customer acknowledges that GEB is only able or willing to offer software, systems and installations at the prices due to the aforementioned restrictions.

19) MISCELLANEOUS

- a) All notices required or permitted to be given by one party to the other under these Terms shall be given in writing to the registered office or principal place of business of the other party or to such other address as may have been notified to the party giving the notice at the relevant time in accordance with this provision.
- b) A waiver by GEB of the exercise of rights arising from a breach of contract by the Customer shall not be deemed a waiver of the exercise of rights arising from a subsequent breach of the same or another provision.
- c) Should individual provisions of these Terms be or become invalid in whole or in part, this shall not affect the remaining provisions of the

Terms. This shall also apply in the event that there is an unintended loophole in the Contract. In place of a wholly or partially invalid provision or to fill an unintended gap in the Terms, an appropriate provision shall apply which, as far as legally possible, comes closest to what the contracting parties intended or would have intended according to the meaning and purpose of these Terms if they had been aware of the invalidity or gap in the provision(s) concerned.

- d) The Contract shall be governed by and construed in accordance with German law to the exclusion of the conflict of laws provisions (private international law). The United Nations Convention on Contracts for the International Sale of Goods (Vienna Sales Convention) shall not apply to the Contract.
- e) If the Customer is domiciled in the European Union or the United Kingdom, the local courts at GEB's registered office shall have jurisdiction over all disputes arising from the Contract, and the parties expressly agree to this exclusive place of jurisdiction. GEB is also entitled, at its discretion, to assert its own claims at the Customer's place of jurisdiction. After filing a lawsuit, the Customer is limited to filing a counterclaim in the respective court in which the original lawsuit was filed or to offsetting its own claim against the claim asserted in this lawsuit.

If the Customer is domiciled outside the European Union or the United Kingdom, any dispute, controversy or claim arising out of or in connection with this contract or its validity shall be finally settled under the ICC Rules of Arbitration without recourse to the ordinary courts of law (except for interim relief). The place of arbitration shall be the place of GEB's registered office. The arbitration proceedings shall be conducted in English.

- f) Each party agrees to keep all Confidential Information confidential and (a) not to use the other party's Confidential Information for any other purpose except the exertion and fulfillment of its rights and obligations under the Contract as well as (b) not to disclose the other party's Confidential Information to any other

person, except that (i) a party may disclose such Confidential Information to its employees and other representatives who need to know such Confidential Information for the performance of any obligation under the Contract, provided that such party shall ensure that any representative to whom Confidential Information is disclosed is aware of the confidentiality of such information and agrees to comply with this Sec. as if it were a party; (ii) to disclose Confidential Information to the extent legally required by law, any court or any governmental regulatory or supervisory authority or other competent authority.

- g) No rights and obligations of the Customer under the Contract are not assignable or transferable in whole or in part without the express written consent of GEB.
- h) Any marketing, advertising or other promotional material, whether in written or electronic form, that refers to GEB and/or GEB Affiliates, products or these Terms must be approved by GEB prior to its use or publication.
- i) GEB is the owner of certain protected brand names, trademarks, trade names, logos and other Intellectual Property rights. Except as expressly authorized by GEB, the Customer may not use GEB's trade names, trademarks, trade dress, logos or other Intellectual Property, or adopt, use or register any words, phrases or symbols that are so similar to GEB's trade names, trademarks, trade dress, logos or other Intellectual Property as to be likely to cause confusion or ambiguity, or to impair or infringe in any way, or to imply endorsement by GEB of another company's products.
- j) Nothing in the Contract shall create a partnership between the parties or make either party the agent of the other for any purpose. Furthermore, each party shall remain solely responsible for its own acts, statements, obligations, performance, products (in the case of GEB, subject to the other provisions of these Terms relating to the Goods) and personnel.
- k) Nothing in this document is intended to create any third party rights against GEB.