

**General Terms and Conditions of Sale and Service of JULABO GmbH |
Gerhard-Juchheim-Strasse 1 | 77960 Seelbach | Germany**

A. General Provisions

I. Scope of Application

- (1) These General Terms and Conditions of Sale and Service (GTCSS) shall apply to all business relationships of Julabo GmbH (hereinafter referred to as JULABO) with its customers. The GTCSS shall only apply if the Customer is an entrepreneur (§14 German Civil Code [BGB]), a corporate body under public law or a special foundation under public law.
- (2) The GTCSS shall apply in particular to contracts for the sale and/or the delivery of movable goods (“Goods”) and other services irrespective of whether JULABO manufactures the Goods itself or purchases them from its suppliers. Unless agreed otherwise, the GTCSS shall apply in the version valid at the time that the Customer places the order and/or in any case in the version last provided to him in text form as a Master Agreement (including similar future agreements) without JULABO having to make reference to them in each individual case.
- (3) The GTCSS shall apply exclusively. Any General Business Terms and Conditions of the Customer which are deviating, opposing or supplemental shall only then and insofar become part of the contract if JULABO has expressly consented to their applicability. This consent requirement shall be applicable in any event, e.g., even if JULABO knows Customer's General Terms and Conditions of Business and makes the delivery to Customer without reservation
- (4) Any individual arrangements made with Customer in an individual case (including any ancillary agreements, supplements and amendments) shall in each case take precedence over these GTCSS. For the content of such arrangements, subject to proof to the contrary, a written contract and/or the written confirmation from JULABO shall be decisive.
- (5) Any legally relevant declarations and notifications from Customer regarding the contract (e.g., setting deadlines, notification of defects, rescission or reduction of the purchase price) must be made in writing, i.e., in written or text form (e.g., letter, email, fax). Any legal form requirements and additional documentation—particularly in cases of doubt regarding the legitimation of the declaring party—shall remain unaffected.

II. Conclusion of the Agreement; Quotation Documents

- (1) JULABO's quotations are subject to change and non-binding. The illustrations, measurements, descriptions, technical details as well as packaging units indicated in the respective catalogues are non-binding.
- (2) The ordering of Goods by Customer shall be considered to be a binding contractual offer. Unless stated otherwise in the order, JULABO shall be entitled to accept this

contractual offer within two (2) weeks upon receipt by JULABO. It shall be exclusively accepted by order confirmation from JULABO.

- (3) Design, workmanship, and assembly between contract conclusion and delivery are subject to change, as long as and insofar as this does not negatively impact the intended use and the value of the product or services provided by JULABO and if the change is not unreasonable for the Customer for other reasons.
- (4) JULABO reserves the unlimited ownership and copyright exploitation rights in its cost estimates, drawings, and other documents (hereinafter also referred to as Documents). The Documents shall be disclosed to third parties only subject to JULABO's prior consent and, if no order is placed with JULABO, they shall be promptly returned to JULABO upon request. Sentences (1) and (2) shall apply correspondingly to Customer's documents; however, they may nonetheless be disclosed to such third parties to whom JULABO has permissibly assigned deliveries.

III. Prices and Payment Terms and Conditions

- (1) The prices shall be understood to be ex works excluding packaging plus respective valid statutory VAT. All prices shall be considered to be non-binding and refer to the designated price unit. The packaging shall be charged at cost price. JULABO reserves the right to charge surcharges if packaging units are opened.
- (2) JULABO's invoices shall be due for payment in full within 30 days of invoice date to JULABO's account.
- (3) If Customer is in arrears with payment, JULABO shall be entitled to demand payment of default interests of 9 percentage points per year above the base lending rate as of the time when Customer is in arrears.
- (4) Customer shall only have offsetting or retention rights to the extent that his claim has been legally established or is uncontested. Customer shall also be entitled to offset against JULABO's claims in case of defect notifications or counterclaims asserted under the same purchase contract. Customer shall only be entitled to exercise a right to retention to the extent that his counterclaim is based on the same contractual relationship.

IV. Retention of Ownership

- (1) The goods delivered (goods subject to retention of ownership) shall remain JULABO's property until all claims against Customer arising from the business relationship have been fulfilled. Insofar as the value of all security interests that JULABO is entitled to exceeds the amount of all secured claims by more than 10 percent, JULABO shall, upon Customer's request, release a corresponding portion of the security interests.
- (2) While the retention of ownership persists Customer shall not be permitted to pledge the goods or assign them as security, and resale shall only be permitted to resellers during the ordinary course of business and only provided that the reseller receives payment from his client or subjects it to the reservation that ownership shall only pass to his client when his client has fulfilled his payment obligations.

(3)

- a. If Customer resells the goods subject to retention of ownership, he shall already now assign any future payment claims from the resale against Customer with all ancillary rights—including any balance payment claims—for security purposes to JULABO without requiring subsequent additional special declarations. If the goods subject to retention of ownership are resold together with other items without an individual price having been agreed for the goods subject to retention of ownership, Customer shall, with prevailing priority over the remaining payment claim, cede the portion of the total price claim to JULABO which corresponds to the price that JULABO invoiced for the goods subject to retention of ownership.
- b. Where *prima facie* justified interest is claimed, Customer shall furnish any information to JULABO necessary to assert its rights against his client and to hand over the necessary documents.
- c. Customer shall be authorized to collect ceded claims from resale until further notice. In case of good cause, in particular in case of payment default, suspension of payments, initiation of insolvency proceedings, protest of a bill or substantiated indicators for excessive debt or threatening insolvency of Customer, JULABO shall be entitled to revoke Customer's collection authorization. Moreover, JULABO may, following prior warning and keeping an appropriate advance notice period, disclose the assignment of the security, exploit the assigned payment claims as well as demand from Customer the disclosure of the assignment of the security to his client.

(4)

- a. Customer shall be permitted to process the goods subject to retention of ownership or to mix or combine them with other objects. The processing, mixing or combining (hereafter referred to as Processing) shall be done for JULABO. Customer shall safeguard the new items for JULABO with the due care of a prudent businessman. The new items are deemed goods subject to retention of ownership.
- b. In the case of processing with other objects not belonging to JULABO, JULABO shall be entitled to a pro-rata co-ownership in the new items based on the ratio of the value of the processed, mixed or combined (hereinafter referred to as "processed") goods subject to retention of ownership to the value of the remainder of the processed goods at the time of processing. Insofar as Customer acquires sole ownership in the new items, JULABO and Customer agree that Customer shall grant JULABO a pro rata co-ownership in the new items created through the processing based upon the ratio of the value of the processed goods subject to retention of ownership to the remainder of the processed goods at the time of processing.
- c. If the new items are resold, Customer shall hereby assign his claim from the resale against his client with all ancillary rights for security purposes to JULABO without that any additional special declarations are required. However, the assignment shall be valid only in the amount which corresponds to the value of the processed goods subject to retention of ownership that has been invoiced by JULABO. The share in the claim ceded to JULABO has to be satisfied with priority. Regarding the authorization to collect payments as well as the requirements for their recall Art. IV **Fehler!**
Verweisquelle konnte nicht gefunden werden.c shall apply correspondingly.

- d. Where Customer combines the goods subject to retention of ownership with real property or movable objects, he shall, without any additional special declarations being required, also assign his claim to JULABO, to which he is entitled as compensation for the combination, including all ancillary rights for security purposes in the proportional ratio of the value of the combined goods subject to retention of ownership to the remainder of the combined items at the time of their combination.
- (5) In case of seizures, attachments or other interventions or claims by third parties, Customer shall notify JULABO without delay.
- (6) In case of breach of contractual obligations by Customer, in particular in case of payment default, JULABO shall be entitled, after a reasonable grace period set for Customer expired fruitlessly, to rescind and take back the goods; the statutory provisions regarding the dispensability of granting a grace period shall remain unaffected. Customer shall be obliged to surrender the Goods.

V. Deadlines for Deliveries; Delivery Default; Partial Deliveries

- (1) Delivery deadlines shall only be deemed met where all documents to be provided by Customer as well as any required permits and approvals are provided in due time, in particular plans and if Customer has met all agreed payment terms and conditions and other obligations. Where these requirements are not met in due time, the deadlines shall be reasonably extended; this shall not apply, if JULABO is responsible for the delay.
- (2) Where deadlines are not met due to force majeure, e.g., mobilization, war, civil unrest or similar incidents, e.g., strike or lockout, the deadlines shall be reasonably extended.
- (3) Where JULABO cannot meet binding delivery deadlines for reasons that are outside of JULABO's control (non-availability of delivery/service), JULABO shall notify Customer without delay and simultaneously inform about the anticipated new delivery time. Where the delivery/service is also not available within the new deadline, JULABO shall be entitled to rescind the contract in full or in part; any consideration already paid by Customer shall be immediately reimbursed. Shall be deemed non-availability of delivery or service under this contract particularly if JULABO's own suppliers do not deliver in due time where a congruent covering transaction was concluded.
- (4) If JULABO is in delivery default, Customer shall be entitled to rescind the contract after a reasonable grace period of at least two weeks that Customer sets lapses fruitlessly. For Customer's damage compensation claims in case of delivery default the provisions of Art. XI shall apply.
- (5) Customer shall be obliged, upon JULABO's request, to declare within a reasonable time whether he rescinds the contract because of the delivery delay or insists on delivery.
- (6) If shipment or handover is delayed by more than one month upon Customer's request after notification about readiness for shipment, Customer can be charged for warehousing costs incurred in the amount of the locally customary warehousing costs.
- (7) Partial deliveries shall be permissible insofar as they are reasonable for the Customer.

VI. Transfer of Risk

- (1) The risk shall also pass to Customer in case of CPT as follows:
 - a. For deliveries without installation or commissioning, when they have been shipped or picked up. Upon customer's request, the deliveries from JULABO shall be insured at Customer's expense against the customary transport risks.
 - b. For deliveries with installation or commissioning, on the day of their incorporation into Customer's own operations or, to the extent agreed, after flawless trial operation.
- (2) Where shipping, handover, start of installation or commissioning, incorporation in own operations or trial operation is delayed owing to reasons for which Customer is responsible or where Customer defaults in delivery acceptance for other reasons, the risk shall be transferred to Customer.

VII. Acceptance

Customer shall not refuse acceptance of deliveries owing to minor defects.

VIII. Material Defects

For material defects, JULABO shall be liable as follows:

- (1) Claims for material defects become statute-barred after 12 months. This shall not apply to the extent that German law pursuant to Sections 438 (1) no. 2 (Building Structures and Materials for Building Structures), 479 (1) (Claim for Recourse) and 634a (1) no. 2 (Construction Defects) of the German Civil Code (BGB) prescribes longer statutes of limitation as well as in cases of harm to life, limb or health, in cases of JULABO's intentional or grossly negligent breach of duty or in cases of fraudulent concealment of a defect. The legal provisions regarding the suspension of the expiration of the statute of limitation, suspension and restart of the statute of limitation shall remain unaffected.
- (2) All parts or services must, at JULABO's choice, be remedied, replaced or rendered anew free of charge which had a material defect before expiry of the statute of limitations – irrespective of their operating hours, to the extent that the cause had existed at the time when the risk was transferred.
- (3) JULABO offers Customers an extended warranty period of 24 months for standard models, however, limited to a maximum of 10,000 operating hours. The extended warranty period shall apply to all models of the current JULABO product assortment registered according to Art. VIII (3) sent. 4 and 5. The extended warranty period shall not be applicable to models which have been customized or made according to Customer's specifications. In order to benefit from the extended warranty period for standard models, a registration on JULABO's website on <http://www.julabo.com> is required. The registration must be made no later than 4 weeks after commissioning of the device. JULABO's invoice date is decisive for the beginning of the extended warranty period.
- (4) Customer must notify JULABO immediately in writing about material defects; the provisions of Section 377 German Commercial Code (HGB) apply.

- (5) In case of notifications of defects Customer may withhold payments to the extent reasonable for the material defects that occurred. If the notification of defects is unjustified, JULABO shall be entitled to demand reimbursement from Customer for expenses incurred (particularly test and transport costs), unless the lack of defectiveness was not recognizable to Customer.
- (6) Initially, JULABO must be granted the opportunity to remedy a defect within a reasonable time.
- (7) If remedy fails twice, Customer may – notwithstanding any damage compensation claims according to Art. XI – rescind the contract or reduce the purchase price. However, no right to rescission applies in cases of minor defects.
- (8) Claims for defects shall not be permitted in case of natural wear-and-tear or damage created after the transfer of risk as a consequence of incorrect or negligent handling, excessive use, unsuitable consumables, deficient construction work, unsuitable construction site or if occurred due to special external influences which are not required under the contract as well as in the case of non-reproducible software errors. If Customer or a third party undertakes improper modifications or repair work, likewise no claims for defects shall be permitted for these and the resulting consequences.
- (9) Customer's claims for recourse against JULABO according to the legal provisions shall apply pursuant to Section 478 German Civil Code ([BGB] - Entrepreneur's Recourse).
- (10) In addition, Art. XI Damage Compensation Claims shall apply. More extensive or other claims than the claims regulated by this Art. VIII by Customer against JULABO and his vicarious agents for material defects shall be excluded.

IX. Industrial Property Rights and Copyrights; Legal Defects

- (1) Unless agreed differently, JULABO shall only be obliged to make the delivery in the country of the place of delivery free from third party industrial property rights and copyrights (hereinafter referred to as industrial property rights). Insofar as a third party nonetheless asserts justified claims against Customer for infringement of industrial property rights based on JULABO's deliveries made and used as contractually agreed, JULABO shall be liable to Customer within the period specified in Art. VIII (1) as follows.
 - a. JULABO shall, at its choice and at its own expense, either obtain a usage right for the respective deliveries, alter them in such a manner that the industrial property right is not infringed or exchange them. If this is not possible for JULABO on reasonable conditions, Customer shall have the statutory right to rescission or purchase price reduction.
 - b. JULABO's obligation to pay damage compensation is stipulated in Art. IX.
 - c. JULABO's aforementioned obligations shall only be applicable, if Customer immediately notifies JULABO in writing about third party claims asserted, does not recognize an infringement and JULABO is free to undertake any and all defensive measures and settlement negotiations. If the Customer discontinues use of the delivery in order to mitigate damage or for other important reasons, he shall be obliged to notify

the third party that the discontinuation of use does not constitute a recognition of an intellectual property right infringement.

- (2) Claims of Customer shall be excluded to the extent that he is responsible for the industrial property right infringement.
- (3) Customer's claims shall also be excluded if and insofar as the industrial property right infringement was caused by special Customer requirements, by an application not foreseeable by JULABO or the fact that the delivery was altered by the Customer or used together with products not supplied by JULABO.
- (4) Apart from that for Customer's claims regulated in para 1(1)a) the provisions of Art. VIII (6), (7) and (10) shall apply correspondingly in the event of intellectual property right infringements.
- (5) In case of other legal defects, the provisions of Art. VIII shall apply correspondingly.
- (6) Any more extensive or other claims from Customer against JULABO and its vicarious agents than those regulated in this Art. XI because of a legal defect shall be excluded.

X. Contract Amendments

To the extent that unforeseeable events within the meaning of Art. V (2) materially alter the financial relevance or the contents of the delivery or have a material effect on JULABO's operations, the contract shall be appropriately amended in good faith. If this is not financially acceptable JULABO shall be entitled to rescind the contract. If JULABO intends to exercise this right to rescission, JULABO shall notify Customer immediately after becoming aware of the magnitude of the event and indeed even then if initially an extension of the delivery deadline was agreed with Customer.

XI. Damage Compensation Claims

- (1) Any claims for damage compensation and reimbursement of Customer's expenses (hereinafter referred to as Damage Compensation Claims) shall be excluded, for any cause in law whatsoever, in particular to obtain damages for breach of duty under the obligation or tortious acts.
- (2) This shall not apply in case of compulsory liability, e.g., pursuant to the German Product Liability Act, in cases of wilful intent, gross negligence, because of harm to life, limb or health, because of the violation of material contractual obligations (an obligation whose fulfilment is necessary to allow due and proper execution of the contract in the first place and on whose fulfilment the Parties to the contract can and do regularly rely). However, the damage compensation claim for the violation of material contractual obligations shall be limited to typical defects reasonably foreseeable at the time of the conclusion of the contract, to the extent that it is not based on wilful intent or gross negligence or because of harm to life, limb or health. No change regarding the burden of proof at the detriment of Customer is associated with the aforementioned provisions.
- (3) The statute of limitations for claims for material defects pursuant to Art. VIII (1) shall also apply to Customer's contractual and non-contractual damage compensation claims based on a defect of the object of the contract. Customer's damage

compensation claims because of wilful intent, gross negligence or because of harm to life, limb or health pursuant to the German Product Liability Act shall only become statute-barred pursuant to the legal statute of limitations.

XII. Return and Waste Disposal in Accordance with the German Electrical Equipment Act

Further information concerning the Return and Waste Disposal can be found in the document [Information on the Electrical and Electronic Equipment Act](#) available at www.julabo.com.

B. Special Provisions for Services

I. Scope of Application

In addition to the General Terms and Conditions in Part A, the following provisions shall apply to services provided by JULABO to Customer, in particular for:

- Repair and maintenance,
- Installation and commissioning,
- Preventive maintenance service and overhaul,
- Leakage test,
- Service training.

II. Cooperation Obligation of Customer in Case of On-Site Services

- (1) JULABO shall inform Customer in due time about the necessary minimum requirements for services to be rendered, to the extent that this information does not directly follow from the product description or this Art. II.
- (2) Any preparation work by Customer before the service work starts has to have progressed to a point that the services can be rendered as agreed and can continue without interruption. Approach roads, ways and the intended site for the services have to be levelled, unobstructed and freely accessible. For installation / commissioning the necessary materials provided and objects (e.g., accessories) for start of the work have to be at the installation site.
- (3) Before start of the services work Customer has to designate an employee to JULABO as contact person in charge. The contact person in charge has to be available during that time, i.e., he or she has to be available at short notice any time while the services are rendered and has to be authorized by Customer to take decisions which may impact the services to be rendered under the respective services contracts. JULABO does not take responsibility for actions of the contact person that are contrary to JULABO's instructions.

- (4) Customer shall provide the following at his own expense and in due time:
 - a. Power and water at the work location including necessary connections, heating/AC and lighting,
 - b. Safety gear and protective equipment necessary at the location where the services are rendered; moreover, Customer must, in order to protect the possessions of JULABO and the service staff, undertake the same measures which he would undertake to protect his own possessions. The service staff has to be instructed about existing safety regulations, to the extent that these are of relevance for the service staff.
- (5) Unless stipulated differently in the respective service contract, Customer ensures that the staff used by JULABO to perform the services have unrestricted access to the corresponding facilities, equipment, and information on business days, apart from Saturdays, in the time from 7 AM to 5 PM.
- (6) If the services to be rendered are delayed owing to circumstances for which JULABO is not responsible, Customer shall have to bear, to a reasonable extent, the costs for waiting time and any additionally required travel by JULABO's services staff. Customer shall have to reimburse JULABO for any additional work due to Customer's lacking preparation or support.
- (7) Customer shall acknowledge the end of the services work to JULABO without delay. Insofar as the services work is invoiced as incurred, Customer has to acknowledge the duration of the respective working hours every day.
- (8) If upon completion of such work JULABO demands the acceptance of the delivery, Customer shall do so without delay. Where this does not happen without reasons provided, acceptance is deemed made. Acceptance shall likewise be considered to have been made where the delivery has been taken in use.

III. Performance of On-Site Services

- (1) JULABO performs the services owed under the respective service contract taking into account the transfer time to and from on business days, apart from Saturdays, between 7 AM and 5 PM. JULABO shall not be obliged to be active outside these business hours.
- (2) JULABO's staff shall not be subject to Customer's instructions when performing the services that JULABO owes under the respective services contract.
- (3) For performing the services that JULABO owes under the respective service contract JULABO shall be entitled to use third party services (services partners) or subcontract. Services partners are specialized companies selected and trained by JULABO. Exclusively specialized companies selected by JULABO are allowed to perform work under the service contracts.

IV. Non-Performable Services

Services performed for submitting a cost estimate as well as other expenses incurred and proven (troubleshooting time is working time) shall be charged to Customer, if the

services cannot be rendered for reasons that are outside of JULABO's control, in particular because

- The asserted error did not occur during inspection,
- Replacement parts cannot be procured,
- Customer culpably missed the agreed date,
- The contract was terminated during execution.

V. Time for Performance of On-Site Services

- (1) The date for the provision of a service has to be mutually agreed between JULABO and Customer at the latest two weeks previously. If execution of the work on the agreed date is not possible on the part of Customer, JULABO has to be notified at least 7 (seven) business days in advance in writing. In case of a culpably late notification the full price shall be due, unless the service staff can be used elsewhere during the scheduled time. Any potential cancellation costs incurred shall be borne by Customer.
- (2) Where the provision of services is delayed due to force majeure (e.g., epidemics or pandemics), because of labour disputes (in particular strikes or lockouts) as well as occurrences of circumstances outside JULABO's control, the deadline shall be reasonably extended if there is evidence that such obstacles have a considerable effect on the completion of the services. This shall also apply if such circumstances occur after JULABO's default.
- (3) If Customer grants JULABO a reasonable grace period in case of default and states expressly that he will reject the acceptance of the services work once the deadline expires and the deadline of the grace period is not kept, Customer shall be entitled to termination without notice.
- (4) Extensions, shifts, renewal of parts or other modifications of the devices and plants may only be made in coordination with JULABO during the duration of this service or maintenance contract. Any modifications have to be notified to JULABO in writing. Otherwise, JULABO shall be entitled to termination of the contract without notice.

VI. Acceptance

- (1) Customer shall be obliged to accept the services provided, once he learns about their completion and a potentially contractually agreed test has been carried out. The executed work has to be acknowledged by both Parties to the contract in the service report. If Customer is of the opinion that the services were not performed fully or not correctly, he has to notify JULABO immediately in writing or in the services report. If the services performance proves to be non-conforming with the contract, JULABO shall be obliged to remedy the defect. This shall not apply, where the defect is negligible for Customer's interests or is based on circumstances not within Customer's responsibility. In the event of a non-material defect, Customer shall not be able to refuse acceptance.
- (2) If acceptance is delayed without JULABO's responsibility, the services performance shall be deemed accepted upon expiry of two weeks of notification of completion.

- (3) Upon acceptance JULABO's liability for recognizable defects shall be terminated, to the extent that Customer does not reserve the right to assert claims for a specific defect.

VII. Prices and Payment Terms and Conditions

- (1) The services rendered by JULABO and potentially necessary material shall, unless expressly agreed otherwise, be invoiced based on time and cost incurred.
- (2) If JULABO performs on-site services, Customer shall pay the agreed compensation plus any necessary ancillary costs as well as travel expenses, costs for transport of tools and personal baggage as well as field allowances.
- (3) Where possible Customer shall be told the anticipated price for the services upon conclusion of the contract, in particular for repair, otherwise Customer can set cost limits. If the services work cannot be executed at these costs or if JULABO deems execution of additional work necessary for performing the services, Customer's previous consent has to be obtained if the indicated costs are exceeded by more than 15 percent.
- (4) JULABO's invoices shall be due for payment in full within 30 days of invoice date to JULABO's account.

C. Legal Venue and Applicable Law

- (1) If the Customer is a businessperson within the meaning of the German Commercial Code (HGB), the sole legal venue for all disputes arising directly or indirectly from the contractual relationship shall be 77933 Lahr/Black Forest, Germany. JULABO shall nonetheless also be entitled to take legal action at the competent legal venue for Customer's residence.
- (2) For the legal relationships in conjunction with this contract, German substantive law shall apply subject to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

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