

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

§ 1 Object of the Contract

1. These Terms and Conditions apply to all contracts whose content is the transfer of objects for rental purposes from JULABO GmbH (hereinafter referred to as "JULABO" or "lessor") to customer (hereinafter referred to as "lessee").
2. Assembly and commissioning of rental objects as well the associated training are, in general, not object of the rental agreement concluded on these terms and conditions and have to be ordered additionally by lessee.
3. The rental objects remain property of JULABO during the duration of the rental agreement. If the rental objects are attached to real property or are fitted into a building or facility, this is only done for a transitional purpose with the intention of separating them again upon termination of the rental relationship.

§ 2 Delivery / Handover

1. The rental objects will be delivered after conclusion of the contract, taking into consideration the current delivery times of the rental objects—unless agreed differently—ex works plus any potential transport and packaging costs incurred.
2. Where lessee refuses to accept the rental objects or comes in default for another reason, he will have to bear any additional costs incurred hereby, in particular transport, packaging, insurance and storage costs. In addition, he shall be obliged to pay the rental fee starting from that date. Where handover of the rental objects is late upon wish of lessee, the aforementioned provisions shall apply correspondingly.

§ 3 Duties of Lessee

1. Lessee shall be obliged
 - Not to damage, change, remove or obliterate any signs, numbers or other labelling attached by JULABO to the rental objects;
 - To ensure use of the rental objects according to the permitted specifications as per the operating instructions;
 - To keep the rental objects in good condition due to appropriate and professional maintenance and care at his own cost as well as to ensure potentially necessary tests as may be prescribed by public authorities;
 - To respect and fulfil any and all legal and regulatory provisions connected with the ownership, use or maintenance of the rental objects. These include in particular accident prevention and occupational health and safety regulations.

2. The assignment of rights and obligations from this rental agreement by lessee as well as subrental or transfer for use to third parties requires JULABO's prior written consent. Pledging or assignment as security of the rental objects is not permitted.
3. In case of disposals, sequestrations, seizures, or similar, irrespective of whether this happens upon the initiative of an authority or a private individual, lessee shall immediately refer to the ownership relations orally or in writing and in addition notify JULABO immediately by handing over all necessary documents. Similarly, lessee shall notify JULABO immediately, if foreclosure and/or receivership of the real property is requested on which the rental objects are located.

Lessee shall bear the costs for any measures to remedy such interventions.

§ 4 Modifications of Rental Objects

1. Any modifications of rental objects, in particular extensions and installations as well as combinations with other objects, have to be restored to their original state at the cost of lessee upon termination of the rental relationship.

§ 5 Return of Rental Objects

1. Upon termination of the rental agreement, lessee shall immediately return the rental objects to JULABO in proper condition, in particular in cleaned and complete state, taking into account ordinary wear and tear during the course of the rental period.
2. Return shipment by lessee shall be upon lessee's cost, free domicile JULABO, including original packaging, transport, and insurance. Lessee does not have a right to retention.
3. If the rental objects are returned in a state that shows that lessee did not comply with his obligations under § 3, JULABO shall be entitled to make the necessary repairs without further reminder or setting a deadline. Lessee shall be obliged to reimburse JULABO for any damage and expenses incurred.
4. If the rental objects are not returned in proper condition, lessee shall have to compensate for the damage thus caused, in particular for any potential loss of rental income in case of follow-up rental to a new lessee.
5. JULABO shall have to notify lessee immediately, but at the latest within two (2) weeks after the rental objects were returned about any external defects or damage.

§ 6 Rental Fee and Payment Terms and Conditions

1. The rental fee amount is stipulated in the rental agreement. The rental fee is due to be paid after termination of the rental.
2. Notwithstanding the validity of a termination pursuant to § 10 (2), JULABO can request rental fee payment at a minimum until the time when the rental objects are returned.
3. Lessee may only offset claims against JULABO with counterclaims that are uncontested and have been established legally binding.

§ 7 Ownership of Risk, Replacement, Insurance

1. Upon receipt of the rental objects the ownership of risk is transferred to lessee who will have it until completion of the return transport to JUALBO.
2. Lessee shall bear the costs for replacement of rental objects that are lost or have become unusable due to circumstances for which lessee is responsible.
3. Where the rental objects perish during the rental period as a consequence of circumstances for which neither JULABO nor lessee are responsible, lessee shall compensate JULABO for the value of the rental objects, unless they had also perished without their transfer for the purpose of rental. The same applies in the event of material deterioration of the rental objects for which neither JULABO nor lessee are responsible.

§ 8 Liability for Defects

1. In the event of defects that materially reduce the usability of the rental objects for their intended purpose, for which lessee is not responsible, lessee shall first only be entitled to remedy of the defect within a reasonable period starting from the notification about the defect or that lessee—at JULABO's choice—receives a replacement object. JULABO shall remedy any damage to the rental object despite proper use, to the extent that lessee can prove that he complied with the maintenance obligations. Where remedying of defects fails, lessee shall have the right to extraordinary termination. Claims for price reduction and damage claims of lessee are excluded, if the defect is based on a cause outside JULABO's sphere of control.
2. Remedy of any other defects or damages, in particular due to inappropriate or improper use, faulty assembly or commissioning, changes or maintenance work contrary to the contract by lessee or third parties commissioned by lessee, faulty or negligent treatment (in particular improper use), unsuitable consumables, damage caused by chemical, electrochemical or electrical influences, will be at the expense of lessee. That also applies to damage caused by corrosion or rust. JULABO has to be notified immediately about any potential malfunctions.

§ 9 Liability

1. JULABO is liable pursuant to the provisions of the product liability law as well as in cases of incapacity within its control or impossibility within its control. In addition, JULABO shall be liable for damage pursuant to the legal provisions in cases of gross negligence, acceptance of a guarantee as well as harm to life, limb, and health within the control of JULABO. Where JULABO breaches a material contractual obligation due to ordinary negligence, whose performance allows performance of the due execution of the contract in the first place and in whose adherence the lessee can regularly trust as well as obligations whose breach endangers meeting the object of the contract (material contractual obligation), JULABO's replacement obligation shall be limited to a damage that is typical and reasonably foreseeable when concluding the contract. In all other liability cases damage claims for breach of any of the contractual obligations as well as because of tortious liability shall be excluded so that JULABO insofar is not liable for lost profit or other financial losses of lessee.
2. Insofar as liability for damage toward JULABO is excluded or restricted, this shall also apply in view of the personal liability for damages of JULABO's employees, associates, staff, representatives and agents. Any more extensive or additional claims are excluded. In particular shall JULABO's liability be excluded for loss of production, operational interruption, lost profit and futile expenses, unless it is based on intent or gross negligence.

3. JULABO's information about the rental objects including annexes and any other documents regarding quantity, size, use, technical data, and other properties, in particular availability and performance data does not constitute a guarantee of quality or guarantee of durability.

§ 10 Rental Period and Termination

1. The rental relationship shall enter into force as agreed, however, at the latest upon handover of the rental objects to lessee and shall continue until the end of the rental through return of the rental objects. In case of lessee's unjustified refusal of acceptance, the rental period shall start with the first attempt of delivery by forwarder. The rental agreement shall end at the earliest after 14 days, unless agreed differently.
2. An early termination of the rental agreement or termination without notice shall only be possible for cause.

Cause shall be deemed in particular

- Where lessee is late in accepting despite admonition or refuses acceptance,
- Where lessee does not promptly comply with his obligations under § 3 of this rental agreement after admonition by JULABO, however at the latest within 7 days of the admonition date,
- Where lessee is insolvent or insolvency proceedings against him were initiated.

§ 11 General Provisions

1. Changes or amendments as well as amicable cancellations of the rental agreement have to be made in writing and signed by both Parties. This shall in particular also apply to a change or cancellation of the written form requirement.
2. German law applies, in particular the provisions of the German Civil Code (BGB). The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.
3. To the extent that the lacking contract performance is caused by force majeure, the performance of the respective contractual obligation shall be suspended as long as the force majeure situation continues. The other Party has to be notified immediately.
4. Place of fulfilment for both Parties for all claims arising from this contract shall be 77960 Seelbach, Germany. Venue for both Parties shall be 77933 Lahr, Germany.

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