

## GENERAL NOTE

The DURAN® laboratory glassware catalogue provides a basic information source for ordering our products. It does not represent a proposal for concluding a concrete agreement and will only serve as the basis for a contract upon explicit inclusion in a contractual relationship. We reserve the right to make changes to technical specifications, article numbers, packaging and design (e.g. due to changes of directives such as DIN standards). The contents of the catalogue have been created with the greatest possible care. However, we can accept no liability for the correctness, completeness and actuality of the contents. The presented replicated images provide an illustration of the article, details may however differ from the actual article.

## REGISTERED TRADEMARKS

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## TERMS AND CONDITIONS FOR DELIVERY AND PAYMENT

The following general terms and conditions for delivery and payment shall be applicable in respect of any and all deliveries and services by the DWK Life Sciences GmbH (“us”) to customers provided that the customer receives these deliveries or services as part of its commercial or entrepreneurial activity (the “Customer”). Any conflicting general purchasing terms and conditions of the Customer are hereby expressly rejected. Any such general purchasing terms and conditions shall apply only if we expressly confirm them in writing.

### 1. Prices/Terms and Conditions of Payment

**1.1** Unless otherwise agreed, the applicable prices are calculated in EURO (EUR), plus an additional amount for VAT as applicable from time to time. Unless special terms are agreed, the prices should be understood to be prices ex works, with no deduction or discount being granted for immediate payment.

**1.2** If payment deadlines or dates specified in our order confirmation or otherwise agreed are not met, this will automatically give rise to all of the statutory consequences of default, without any special reminder being required. In particular, we reserve the right to charge interest at the applicable rate charged by our bank for utilised credit if such interest exceeds the interest rate prescribed by statute (9 percentage points above the base lending rate). Furthermore, the entire balance shall become due and payable immediately, irrespective of any payment targets.

### 2. Delivery Dates and delivery amounts

**2.1** We will endeavour to adhere to stipulated delivery deadlines. However, due to the hazards and peculiar features of glass processing, delivery deadlines will not be binding unless expressly agreed otherwise. Our delivery times are subject to our suppliers delivering the correct products to us on time. We undertake to inform the Customer of any unavailability of any of our products without undue delay and will reimburse the Customer any amounts paid in respect of the unavailable products.

**2.2** In the case of any custom-made products, we reserve the right to deviate to a reasonable extent from the agreed quantity. The Customer must take delivery

of surplus quantities. A variation of +/-10% in relation to the ordered quantity shall be deemed as the agreed tolerance.

### 3. Place of Performance and Passing of Risk

**3.1** The place of performance for the delivery is the principal place of business of our respective supplying factory. The place of performance for payment is our principal place of business.

**3.2** When goods are transported, the risk (of accidental loss, destruction or deterioration) (the “Risk”) shall pass to the Customer as soon as we have delivered the goods to the carrier chosen by us.

### 4. Packaging

Unless otherwise agreed, we will accept the return of packaging only to the extent that we are obliged to do so under the German Packaging Regulation (Verpackungsverordnung) or other mandatorily applicable legal regulations.

### 5. Payment

**5.1** Unless agreed otherwise, our claim for payment of the purchase price becomes due immediately following receipt of the relevant invoice.

**5.2** We reserve the right to assign any claim we may have against the Customer in whole or in part to a third party.

**5.3** Any right for set-off or any right of retention may only be asserted by the Customer in respect of undisputed or finally determined and legally binding claims.

**5.4** The Customer shall, irrespective of any other claims for reimbursement of costs we might have, be

obliged to assume any fees, costs and expenses that accrue due to a legally successful enforcement of rights against the Customer outside of the Federal Republic of Germany provided these fees, costs and expenses were required for the enforcement action.

### 6. Warranties in Respect of Defects and Notification of Defects

**6.1** If, despite the greatest of care being taken, the goods give rise to complaints, then, in accordance with § 377 of the German Commercial Code (Handelsgesetzbuch, or “HGB”), obvious defects must be notified without delay, and in any case no later than 14 calendar days after receipt of the goods, and hidden defects must be notified without delay after their discovery, otherwise the goods shall be deemed accepted.

We shall not be liable for damage to deliveries through the breakage of glass during transit (“Breakages”) where the cause of the damage arises after the transfer of risk. In such cases any claim for Breakages must be made against the carrier or under the policy of transit insurance. We shall not pay compensation for Breakages where the value of the relevant item is EUR 20.00 or less unless the Breakage is due to intentional conduct or gross negligence on the part of ourselves or our servants or agents. We warrant that the goods delivered by us are free of defects at time of risk transfer. The contractually required quality of our delivered goods is based, unless otherwise agreed, on the specifications, drawings or other product descriptions applicable in each case to the ordered articles, which we will provide to the Customer upon its request, possible at any time.

**6.2** Claims on the basis of defects as to quality shall become time-barred 12 months after delivery of our goods to our Customer. The foregoing provisions shall not apply to the extent that longer limitation periods are mandatorily prescribed by statute pursuant to § 438(1) No. 2 of the German Civil Code (Bürgerliches Gesetzbuch, or “BGB”) – Physical Structures and Physical Objects used for Physical Structures, § 479 (1) BGB (Recourse Claim), and § 634a (1) BGB (Construction Defects).

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**6.3** Delivered goods which are returned to us because the wrong goods were delivered or due to a defect ("Returned Goods") shall only be accepted if we are notified of the Returned Goods before their dispatch and the following conditions are satisfied:

a) Upon notification of any Returned Goods, the Customer shall be issued a processing number relating to the Returned Goods; such processing number must be entered on the documentation for the returned items;

b) Any Returned Goods must be reported to our freight centre by delivering appropriate carriage documents with a reference to the processing number relating to the Returned Goods attached.

**6.4** If, despite all care being taken, the delivered goods contain a defect that already existed at the time that the Risk passed, then we will, in our sole discretion and subject to receiving notification of the defect within the required time period, repair the goods or deliver substitute goods. We must always be given the opportunity to render supplementary performance (Nacherfüllung) within a reasonable time period.

**6.5** If the supplementary performance fails to rectify the defect, the Customer may – notwithstanding any claims for compensatory damages – rescind the agreement or reduce the amount of the purchase price.

**6.6** The following shall not give rise to any claims based on defects: merely immaterial deviations from the agreed condition of the goods, merely immaterial impairments to their utility, natural wear and tear, or loss or damage that arises after the Risk has passed as a result of incorrect or careless treatment, overuse, unsuitable operating resources, defective building work, unsuitable building foundations or special external influences that are not included or catered for in the contract. In addition, if the Customer or a third party improperly (in a non-workmanlike manner) carries out maintenance work on or makes modifications to the goods, then no further claims based on defects may be made in respect of such works or modifications or the consequences resulting therefrom.

**6.7** Claims on the part of the Customer for expenses necessary to enable supplementary performance, particularly transport, tolls and other road and transport charges, labour costs and the cost of materials, are excluded to the extent that such expenses are increased because the goods delivered by us were subsequently taken to a location other than the Customer's business premises, unless such displacement is consistent with the authorised use of the goods.

**6.8** Any recourse claims on the part of the Customer against us shall exist only to the extent that the Customer has not entered into any agreements with its customers going beyond the mandatory statutory claims regarding defects. Clause 6.6 shall apply accordingly in respect of any such recourse claim by the Customer against us.

## 7. Industrial Property Rights and Copyright; Title Defects

**7.1** Unless otherwise agreed, we have an obligation (although such obligation exists only in the country in which the place of delivery is located) to deliver the goods free from the industrial property rights and intellectual property rights of third parties (hereinafter referred to as "Proprietary Rights"). In the event that a third party makes legitimate claims against the Customer for infringement of Proprietary Rights based on the goods delivered by the supplier and used in accordance with the contract, we shall be liable to the Customer within the period specified in clause 6.1 above as follows:

a) In our sole discretion and at our own expense, we will either secure a licence for the goods concerned, modify them so that the Proprietary Right is not infringed, or exchange them. If we are unable to do any of the above on reasonable terms, then the Customer shall be entitled to the statutory rights of rescission and reduction of the purchase price.

b) The provisions of clause 8 shall apply to any claims for compensatory damages or claims for the reimbursement of expenses.

c) Our obligations as described above shall exist only on the condition that the Customer notifies us in writing without delay of the claims asserted by the third party, the Customer does not admit to the infringement and leaves in our hands any defence of the claims and settlement negotiations. If the Customer discontinues using the delivered goods in order to mitigate loss or for any other good reason, then the Customer shall notify the third party of the fact that discontinuing use of the goods in no way constitutes an admission of an infringement of Proprietary Rights.

**7.2** Claims on the part of the Customer are excluded if the Customer is responsible for the infringement of the Proprietary Rights.

**7.3** Claims on the part of the Customer shall be further excluded if the infringement of the Proprietary Rights is a result of special instructions issued by the Customer, an application or use of the goods that was not foreseeable by us, or as a result of the Customer modifying the goods or using them together with goods not delivered by us.

**7.4** In the event of an infringement of a Proprietary Right and regarding claims by the Customer arising according to clause 7.1 a), the provisions set forth under clauses 6.3 and 6.7 shall otherwise apply accordingly to the Customer's claims.

**7.5** If other title defects exist, then the provisions of clause 6 shall apply mutatis mutandis.

## 8. Claims for Compensatory Damages; Limitation of Liability

**8.1** In the event of a breach of a pre-contractual, contractual and/or other obligation, including unsatisfactory delivery, tortious conduct and manufacturer's liability, we shall be liable for compensatory damages and the reimbursement of costs – subject to further

contractual or statutory liability requirements – only in the case of wilful conduct or gross negligence and in the event of a breach of a material contractual duty only (i.e. being a contractual duty, the infringement of which jeopardises the ultimate purpose of the contract and whose fulfillment the Customer can under regular circumstances expect) also due to ordinary negligence. However, our liability for simple and gross negligence as well as in the event of liability that arises regardless of negligence or fault, shall be limited to typical contractual loss or damage that was foreseeable at the time the contract was entered into.

**8.2** The exclusions and limitations of liability set forth under clause 8.1 shall not apply in the event that a guarantee is given within the meaning of § 443 BGB with respect to the condition of the goods at the time the Risk passes to the Customer or the durability of the goods (i.e. a declaration by the seller that the object of the purchase as of the time the Risk passes possesses a certain quality or will maintain a certain quality and that the seller is willing to assume responsibility for any consequences arising from the fact that such quality does not exist regardless of negligence or fault), or a defect is fraudulently concealed, in the event of injury to life, physical injury or injury to health, or mandatory liability under the German Product Liability Act (Produkthaftungsgesetz). In the event of fraudulently concealing a defect or in respect of any guarantee pursuant to § 443 BGB, the Customer's rights shall solely be determined according to the statutory law or the content of the guarantee.

**8.3** Irrespective of the Customer's claims regarding compensatory damages and the reimbursement of costs set out in clause 8.1, any further claims or other claims than the rights set out in clauses 6 and 7 regarding any defect or title defects by us or against any of our agents shall be excluded.

## 9. Non-binding Nature of Drawings, Diagrams, Measurements and Weights

Drawings, diagrams, measurements and weights are approximate only, unless they are expressly stipulated to be binding. The Customer must guarantee that working drawings (construction diagrams) supplied by it do not infringe the Proprietary Rights of third parties. The Customer must hold us harmless in the event that rights of recourse are asserted by third parties.

## 10. Documents

Documents supplied by us may not be copied or made available to third parties, or used for any purpose other than the agreed purpose.

## 11. Reservation of Title

**11.1** We shall retain title to the goods until all of our claims, including claims arising in the future, are fully paid. The Customer may process and sell the goods in accordance with the following conditions: If the

goods are further processed or remodelled by the Customer; then we shall be deemed the manufacturer within the meaning of § 950 BGB and shall acquire direct title to the intermediate or final products. As a precaution, the Customer hereby assigns and transfers the ownership of any new goods created by further processing or remodeling any goods delivered by us to us subject in each case only to the execution of the relevant purchase contract. In respect of such goods assigned and transferred to us, the Customer shall be merely the custodian or bailee of such goods. If the goods subject to the reservation of title ("Reserved Goods") are mixed or processed with other property not belonging to us, then we shall acquire a co-ownership interest in the new item proportionate to the value of the Reserved Goods to the other property.

**11.2** The goods may be sold only in the normal and ordinary course of business and only if claims deriving from their resale are not assigned to third parties beforehand. The Customer's claims deriving from a resale of the Reserved Goods are hereby assigned to us subject only to the execution of the purchase agreement between us and the Customer; this assignment shall also include any right arising from the fact and to the extent that these goods are mixed or combined with other property. In such a case, the assigned claims shall serve as our security only up to the value of the Reserved Goods sold in each case. We will not collect on the assigned claims for as long as the Customer complies with its payment obligations. However, the Customer has an obligation to disclose to us the identity of the third party debtor at our request and to notify such debtor of the assignment. The Customer may collect on the claims resulting from sale of the Reserved Goods unless and until it receives instructions from us to the contrary. The Customer must immediately transfer any amounts collected by it to us if, to the extent that and as soon as our claims are due.

**11.3** Pledges or the granting of security interests or any assignment of the Reserved Goods or the assigned claims are not permitted. The Customer must inform us immediately of any action by third parties affecting the Reserved Goods or the assigned claims. We agree to release the assigned claims in our sole discretion if they exceed the value of our claims to be secured by more than 20% and are derived from fully paid deliveries.

**11.4** In the event of a breach of duty by the Customer, particularly in the case of default on payment, we are entitled to rescind the agreement in whole or in part and recover the Reserved Goods. The Customer has an obligation to deliver up the Reserved Goods. The declaration of recovery or the enforcement of the reservation of title or any seizure of the goods by us constitute a declaration of rescission from the agreement with respect to the Reserved Goods.

**11.5** If, in the case of non-domestic sales, the reservation of title agreed under clause 11 is not permitted

with the same effect as under German law, then we shall retain title to the goods until payment of all of our claims arising out of the contractual relationship formed through the sale of the goods. If the foregoing reservation of title is not permitted with the same effect as under German law either, but it is permissible to reserve other rights in respect of the goods, then we are authorised to exercise all of these rights. The Customer shall cooperate in all actions we may wish to take in order to protect our ownership interest or alternative right in the goods.

## 12. Return of Goods

Any acceptance of a return of goods and any repayment of the purchase price relating to such goods shall be in our sole discretion and under the proviso that we are not legally obliged to do so. The following rules shall apply to any goods that are returned to us unless the goods are Returned Goods within the meaning of clause 6.3:

- a) Any goods that are returned must have been purchased within 4 weeks in the case of deliveries within the Federal Republic of Germany or within 8 weeks in the case of deliveries to customers situated in Europe or within 12 weeks in the case of deliveries to customers situated outside of Europe. The time limits commence running on the date that the goods have been delivered at the Customer and expire on the date of receipt of the returned goods.
- b) The provisions of clause 6.3 shall apply accordingly to the acceptance, notification and labeling of goods that are returned to us.
- c) Only unopened and undamaged goods without additional stickers or labeling attached to them shall be accepted. We must be able to resell the goods.
- d) Any return of goods shall be at the Customer's sole cost and risk.
- e) We shall also charge a handling fee equivalent to 20% of the value of the item returned subject to a minimum charge of EUR 20.00 per return. Such sums shall be deducted from an amount that is being reimbursed to the Customer.
- f) Custom-made products may not be returned.

## 13. Applicable Law and Judicial Forum

**13.1** With the exception of conflict of law rules under private international law and the provisions of the UN Convention on Contracts for the International Sale of Goods ("UN-CISG"), the substantive law of the Federal Republic of Germany shall apply to all legal relationships with the Customer.

**13.2** Sole place of jurisdiction for both parties regarding all legal disputes arising out of the relevant purchase contracts or in connection with the supply relationship, including bill of exchange matters, is our head offices. If we appear as the plaintiff, we are also entitled to bring an action before the court responsible for the Customer's head office.

## 14. Moulds and tools

Moulds and tools produced on behalf of the Customer; whether by us or sourced from third parties shall remain in our ownership and possession. At the start of the contract, the Customer shall pay the agreed mould and tool contribution which grants the right to exclusively be supplied from these moulds. At the end of the contract, or any other discontinuation of the project, no assignment or transfer of the moulds and tools will take place; they will remain our property of, and in our possession. In these cases, however, the Customer shall be entitled to demand that we scrap the moulds and tools at our own expense and provide evidence of the scrapping to the Customer. An obligation by us to store project-related moulds and tools shall end automatically at the end of the contract or project. If there is no written agreement to the contrary, a project shall be deemed to have ended after the expiry of a two-year period after our confirmation of the Customer's last order.

We shall ensure proper storage, handling and maintenance of the moulds and tools within the usual scope, during the term of the project. If the moulds or tools are destroyed or damaged due to improper storage, handling or maintenance by us then they shall be repaired or newly acquired at our expense. The same applies to loss, destruction or damage as a result of force majeure. In the case that moulds and tools are used beyond their limit of wear and tear, the Customer shall bear the costs of the new moulds and tools to be acquired by us, up to the amount of the originally agreed cost contribution for the worn part. Should the limit of wear and tear be reached prior to reaching an output quantity individually guaranteed, or if the Customer proves that the wear and tear is due to a fault of the mould or tool, or an operating error by us, then we will bear the full cost of replacement. The above provisions shall apply accordingly to the moulds and tools acquired as replacement.

DWK Life Sciences GmbH

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