

Terms and conditions of business, sale and delivery
of the
BioTeeManufaktur Hessen GmbH
Ludwigsteinstrasse No.8
DE-37214 Witzenhausen-Unterrieden
in the version dated 04.12.2020

1. GENERAL

Our terms and conditions of business, sale and delivery shall apply exclusively and without restriction to all transactions concluded by us (hereinafter referred to as BioTeeManufaktur) with merchants or acting as such, even if our buyer or other contractual partner (hereinafter referred to as customer or supplier) has objected to them or referred to other terms and conditions and legal provisions. Terms and conditions other than those stated in the heading shall only apply if they have been expressly agreed to in writing by our management. Offers and declarations made by us shall only be binding if they have been confirmed by us in writing, by e-mail or fax.

2. PRICE

In principle, our prices are net prices plus statutory VAT ex our warehouse. If price-increasing circumstances occur after conclusion of the contract and until delivery, which were not known to us at the time of conclusion of the contract and over which Bio-TeeManufaktur has no influence, the customer expressly acknowledges that the price-increasing factors can be invoiced without restriction. Such factors are, for example, possible interest costs, such as customs duties, levies, taxes, storage and freight costs, insurance premiums, subsequently required laboratory analysis costs. In such a case, BioTeeManufaktur shall inform the customer in timely manner.

3. DELIVERY

Our deliveries shall be made as soon as possible. Even firmly agreed delivery periods shall be extended by the duration of a temporary impediment to performance for which we are not responsible. Exceeding the deadline by no more than 14 days is permissible in any case. We are entitled to make partial deliveries to the extent customary in the trade. In addition, we may deviate from the total agreed delivery quantity by up to 10%. If delivery on call has been agreed and the customer does not call off the goods within the agreed period, BioTeeManufaktur may withdraw from the contract and demand compensation instead of performance after BioTeeManufaktur has unsuccessfully set a reasonable grace period for the call-off. The grace period is not required if the customer does not call for the goods within one year of the conclusion of the contract without a delivery deadline having been agreed. The validity of all contract conclusions is subject to the correct, complete and timely delivery to us, including the raw materials, auxiliary materials and operating materials required by us.

Unforeseen events such as strikes, lockouts, other operational disruptions or restrictions, riots, war or warlike events, restrictive official measures of any kind, crop failures or shortfalls, natural disasters, radioactive accidents, etc. shall release us from the agreed delivery obligation. The same applies if such events occur at a subcontractor. The customer shall be obliged to perform in advance unless expressly agreed otherwise. If there is a significant deterioration in the customer's financial circumstances, in particular if seizures or other enforcement measures are taken against him or if insolvency proceedings are applied for against his assets or out-of-court settlement proceedings are initiated, we shall also be entitled to withhold performance and to withdraw from the contract if the customer has not provided us with security despite being requested to do so. The seller is liable to the

buyer until the transfer of risk. The transfer of risk takes place upon delivery to the buyer (unloading of the truck at the buyer's premises).

4. SALE BY SAMPLE

In the case of sale by sample, the general characteristics of the sample shall apply, unless otherwise expressly confirmed by us in writing. The sample is only valid as a type sample in order to be able to assess the general character of the goods (only basic, no special suitability, no warranty). Any further warranted characteristics must be recorded and confirmed in writing. No guarantees are given.

5. NOTICE OF DEFECTS AND WARRANTY

The customer must notify us in writing of any obvious defects in the goods delivered by us without delay, but at the latest within 3 days of delivery, otherwise the goods shall be deemed to have been approved. Hidden defects must be reported in writing immediately after their discovery. In the event of defective delivery or contract processing, the supplier shall initially have the right of subsequent performance (rectification of defects or replacement delivery) within 6 weeks. BioTeeMa-nufaktur always has the right to remedy the defect, make a replacement delivery or collect the rejected goods. BioTeeManufaktur has the right to two attempts at subsequent performance and may refuse the type of subsequent performance chosen by the customer if this is impossible, only possible at disproportionate cost or unreasonable for other reasons. After unsuccessful subsequent performance, the customer has the statutory rights of withdrawal, reduction and claims for damages, whereby in the case of insignificant breaches of duty or a mere short/insufficient delivery without other defects in the goods, the customer is excluded from compensation instead of performance or withdrawal from the entire contract. For goods that have been further processed or resold with an obvious defect or after the discovery of a hidden defect without our written consent, any subsequent performance / warranty shall lapse. If the defect is due to the delivery or performance of a sub-supplier of BioTeeManufaktur, the customer's rights shall be limited to the assignment of the claims to which we are entitled against the sub-supplier. The customer can only make a direct claim against us if legal action against the sub-supplier has been unsuccessful. We shall not be liable for damage caused by improper handling, incorrect storage or breaches of pharmaceutical, food, feed or other mandatory regulations by the customer. If we carry out contract processing, the maximum liability is limited to one third of the value of the contract order. Any further damages are at the full risk of the customer and are excluded from the above limitations: Mandatory statutory liability regulations, such as those relating to product liability, as well as claims for damages arising from injury to life, limb or health if BioTeeManufaktur is responsible for the breach of duty, and for other damages based on an intentional or grossly negligent breach of duty by BioTeeManufaktur. Furthermore, claims for compensation for damage caused by defects that are based on a negligent breach of duty by BioTeeManufaktur. A breach of duty on the part of BioTeeManufaktur is equivalent to that of a legal representative or vicarious agent. The above shall apply accordingly to claims for reimbursement of expenses, where relevant.

6. INSURANCE FOR CONTRACT PROCESSING

Goods stored by us for, during or after contract processing are not insured by us against fire, theft, storm or water damage. The customer must cover this risk himself or at his own expense. The claims against the insurance company are hereby assigned to us, unless our invoice has been paid without reservation or a means of payment accepted on account of payment has been irrevocably credited to us. The customer shall be responsible for transport insurance (there and back or onward shipment). In the event of a complaint about the goods delivered or processed by us, 70% of the agreed purchase price/performance fee shall be due on the originally agreed date, the remainder within 8 days after

replacement delivery or rectification of defects. We always have the right to collect the rejected goods for the purpose of replacement or reworking. There is no obligation to make a replacement delivery or reworked redelivery if the customer has reduced or suspended payment.

7. RETENTION OF TITLE

We reserve title to all goods delivered by us. The retention of title shall continue until the customer has paid all claims to which we are entitled from the business relationship, in particular until any current account balance has been settled. Checks shall only be deemed payment upon irrevocable crediting (current account reservation). In the event of default of payment, BioTeeManufaktur shall be entitled to withdraw from the contract after setting a grace period to no avail. The processing or transformation of the goods delivered under retention of title by the customer or a third party commissioned by the customer is carried out in our economic interest. It is agreed that in this respect we are the manufacturer within the meaning of §950 BGB. We therefore acquire ownership of the new goods. If goods subject to retention of title are combined or inseparably mixed with other goods, we shall acquire co-ownership of the new goods in proportion to the value of the goods to which the retention of title extended before combination or mixing. The customer is authorized to resell the goods in our sole or co-ownership in the ordinary course of business. The customer is not permitted to dispose of the goods in any other way, in particular by pledging them or assigning them as security. The customer must notify us immediately in writing of any seizure, damage or loss of the items in our sole or joint ownership. If the customer does not properly fulfill his contractual obligations towards us or if insolvency proceedings are opened against the customer's assets or if the opening of such proceedings is rejected for lack of assets, we shall be entitled to revoke the consent to resale granted to the customer. In this case, the customer is prohibited from processing, combining or offsetting the goods subject to retention of title. In the event of resale of the goods in our sole or co-ownership, the customer hereby assigns to us by way of security the claims to which he is entitled against his customers. However, at the customer's request, we are obliged to release the securities granted to us to the extent that the value of the securities exceeds our total claim arising from the business relationship with the customer by more than 20%. The customer is entitled to collect the claims assigned to us. The direct debit authorization can be revoked by us under the same conditions as the consent to resale. In the event of revocation, the customer shall be obliged to inform us of his debtors and the amount of the claims assigned to us against them. If the customer's purchasers have made payment to us immediately after notification of the assignment, we shall be obliged to transfer to the customer the payments exceeding the coverage of our claim.

8. PLACE OF PERFORMANCE, PLACE OF JURISDICTION AND APPLICABLE LAW

The place of performance and jurisdiction for all services and disputes for both parties is Eschwege or, at the request of BioTeeManufaktur, the location of the customer. This also applies to our purchases. In all cases, including foreign transactions, German law shall apply.

9 MISCELLANEOUS

Should one or more provisions of these terms and conditions of business, sale and delivery be invalid, the remaining provisions shall nevertheless apply.