

# GENERAL TERMS AND CONDITIONS OF SALE WEISSBIOTECH GMBH

## 1. General

- 1.1 In these general terms and conditions of Sale "SELLER" is understood to be WeissBioTech GmbH, established at Ascheberg, Germany.
- 1.2 These general terms and conditions of Sale apply to all legal relationships in which SELLER acts as (potential) seller of goods and/or services.
- 1.3 Applicability of general terms and conditions possibly used by other party are expressly excluded.
- 1.4 Deviations from these general terms and conditions of Sale or from the agreement to which the general terms and conditions of Sale have been declared to apply, may only be made in writing, unless one of the parties can prove in a convincing way that otherwise has been agreed.

## 2. Quotations and orders

- 2.1 A quotation made in whatever form is not binding for SELLER and only is valid as an invitation to place an order.
- 2.2 The order is established at the moment of sending the confirmation of the order by SELLER or at the moment at which the SELLER has started with the execution of the order in question.

## 3. Prices

- 3.1 All prices are valid exclusive of VAT. Unless otherwise indicated on the invoice.
- 3.2 SELLER is entitled to raise the price of the goods still to be delivered if the costs of the raw materials, auxiliary materials and/or other costs determining factures, expressed in the currency of the price agreed upon have been subject to an increase.
- 3.3 Raw materials, auxiliary materials and/or other cost price determining factors in any case are understood to be: electricity, goods obtained by SELLER from third parties, wages, salaries, social security, contributons, government charges, freight costs and insurance premiums.
- 3.4 A rising in prices on the basis of this article of more then 5% entitles the other party to terminate the agreement for the part not yet executed, until ultimately two weeks after SELLER has notified it of the increase in prices.

## 4. Delivery

- 4.1 Delivery shall be made by SELLER ex factory unless otherwise determined in the order. If it has been determined in the order that SELLER will take care of the transportation, then the other party shall bear all costs and risks related to the transportation
- 4.2 The mere excess of the delivery term agreed upon shall not result in defaults on the part of SELLER. In that case the other party shall be entitled to desire that delivery as yet will take place within a reasonable term, in default in which the other party is entitled to cancel this agreement immediate, unless SELLER can appeal to force majeure. SELLER shall not be under the obligation to pay compensation for damages under whatever name, in the case in which the other party cancels the agreement
- 4.3 SELLER is entitled to desire security with respect to the payment before delivering the goods to the other party. If the other party does not fulfil this desire, SELLER shall be entitled to cancel the agreement fully or partially without any compensation with respect to this being owed to the other party.
- 4.4 The other party is obliged to take delivery of the goods as soon as SELLER has delivered these, in default of which SELLER is entitled to charge storage and interest costs to the other party.
- 4.5 Returning the goods is only allowed if SELLER has granted expressly written permission for this. For returned goods SELLER charges 10 % administration cost up to a maximum of EUR 200,00. For larger quantities of returned goods the administration fees may be assessed on a case by case basis.
- 4.6 SELLER is entitled to deliver the order in parts and to invoice it seperately.
- 4.7 As for the interpretation of the terms end conditions of delivery reference is made to the version of the "Incoterms" most recently published at the moment of conclusion of the agreement, issued by the international chamber of Commerce and industries unless otherwise mentioned in the order.

## 5. Complaints

- 5.1 Upon delivery the other party should inspect the goods and should issue a complaint immediately after the discovery of any defects.
- 5.2 Defects in parts of the goods do not entitle to reject all goods.
- 5.3 Complaints, if any, do not suspend the other party's obligation to pay.
- 5.4 If, at the discretion of SELLER, the complaints are well founded, SELLER will only be obliged to deliver replacement goods to the other party. Instead of this discount to be determined in mutual consultation may be granted to the other party.

## 6. Payment

- 6.1 Payment should take place within the term mentioned in the invoice.
- 6.2 If the other party is in default with respect to payment within the terms mentioned on the invoice, the other party shall owe an interest on the amount of the invoice (or part thereof) is the amount current promissory note discount rate of the Deutsche Bank increased by 3% with a minimum of 12% per year if any further deliveries should take place. SELLER in addition has the right to cancel this agreement with respect to the part thereof that as yet has not been executed.
- 6.3 All judicial and extra judicial costs incurred with the respect to the collection of the amount due and not duly paid by the other party, are for the account of the other party. These costs will amount to minimally 10% of the invoice amount in question.
- 6.4 Every payment by the other party shall serve to pay the judicial und extra-judicial costs and the interest owed by if and afterwards shall be deducted from the oldest outstanding claim irrespectively of instructions that indicate a different destination from that other party.

## 7. Risk and reservation of ownership

- 7.1 The risk with respect to damage and loss of the goods delivered and with respect to any resulting damages shall be the other party's immediately after delivery
- 7.2 SELLER reserves the ownership of the goods delivered or to be delivered by him until the following will be complied with:
  - a. the achievements required by the other party for all goods delivered or to be delivered pursuant to the agreement and also for all activities performed or to be performed pursuant to the agreement;
  - b. all claims because of default on the part of the other party in the performance of such agreement (s).The other party is not allowed to appeal to a right of retention with respect to the costs of storage and to balance these costs with the achievements owed by it.
- 7.3 If the other party manufactures a new good from or also from the goods mentioned in paragraph 2 this is a good that SELLER has manufactured for itself and the other party will hold this SELLER who is the owner until all obligations as meant in paragraph 2 have been paid.
- 7.4 If any good pursuant to paragraph 2 or paragraph 3 is owned by SELLER the other party may exclusively dispose of this within the frame of refrence of its normal business.
- 7.5 If the other party is in default with respect to any achievement as mentioned in paragraph 2 SELLER is entitled to himself (have) recollected from the place where they are situated. The other party already now for then authorizes SELLER to gain access to the spaces occupied by or the other party. All costs related to the recovery of the goods are for the account of the other party.

## 8. Liability

- 8.1 SELLER accepts liability for damages during the execution of the work activities agreed upon or delivery of defective goods, done to persons or goods, with the exclusion of business damages and other indirect damages, but exclusively if the other party proves that there is wilful default or gross negligence on the part of SELLER. The provisions in this article are without prejudice to the legal liability of SELLER pursuant to provision of imperative law.
- 8.2 SELLER is not aware of the existence of any rights of third parties which might be infringed as a consequence of the execution of the agreement. If nevertheless such a case occurs, SELLER shall not be held liable for the damages resultig from this.
- 8.3 The other party shall indemnify SELLER for claims from third parties with respect to damages related to the goods delivered by SELLER or otherwise with the agreement concluded between the parties.

## 9. Force Majeur

- 9.1 In case of force majeure SELLER is entitled to suspend execution of the agreement or to cancel it wholly or partly without the other party having the right to claim any compensation for costs, damages and interests.
- 9.2 Force majeure on the part of SELLER shall be understood to include amongst others, but not exclusively: strikes by personnel of SELLER or others delays in production or transport for whatever reasons and any other event that can be deemed in all justness and fairness beyond the power of SELLER.

## 10. Cancellation

- 10.1 SELLER is entitled to terminated the agreement and all other current agreements between the parties wholly or partially without judicial intervention, without owing any compensation with respect to this the other party and to retake possession of the goods delivered in the case of non-fulfilment, untimely or incomplete fulfilment of any obligation pursuant to an agreement or in the case of a situation of bankruptcy or for an official moratorium for the other party having been filed.
- 10.2 In the case of determination of the agreement on the grounds mentioned in the previous paragraph, any claim from SELLER on the other party becomes immediately claimable.
- 10.3 The provisions in this article are without prejudice to the right of SELLER to full compensation for the damages suffered or still to be suffered by him.
- 10.4 In the case of articles 4 paragraph 3,6 paragraph 2, 9 paragraph 1 and this article the other party owes a price for goods, if any, that already have been delivered that will be a proportionate part of the total price for all goods. In the case of articles 4 paragraph 3 and 6 paragraph 2 and this article the other party also owes the costs incurred and to be incurred by SELLER for the entire agreement.

## 11. Transfer

11. The other party is entitled to transfer, after having received written permission from SELLER, the rights and obligations from the agreement in which these General Terms and Conditions of Sale apply to third parties, in as far as the third parties guarantee to comply with all rights and obligations.

## 12. Disputes

- 12.1 The German law applies to all legal relationships to which these General Terms and Conditions of Sales apply and also to all further relationships that result from these.
- 12.2 The provisions of the Treaty of Rome with respect to the applicable law on obligations from agreement (EVO, Rome 19th June 1980) and the Treaty of the United Nations with respect to International Purchase agreements (CSIG, Vienna 11th, April 1980) do not apply.
- 12.3 All disputes that cannot be solved by amicable settlement will be solved, with due observance of the legal provisions with respect to this, by the competent court of commerce at Münster, Germany.