

General Terms of Delivery and Payment

I. Scope of application

- The following conditions shall apply to all contracts concluded between BIOTYPE GmbH (BIOTYPE) and its contract partners regarding the delivery of goods from BIOTYPE to the contract partner, provided that they are explicitly included in the contract.
- All agreements that we reached together with our contract partners for the purpose of the relevant contract's performance shall be laid down in writing in the contracts concluded with our contract partners. Should individual agreements between the contracting parties (even collateral agreements, amendments and changes) contradict these General Terms, the individual agreements shall take precedence.
- The General Terms shall also apply to all future contract relationships regarding the delivery of goods entered into by the contract partners and us that are based on the relevant contract relationship, which included these General Terms, or are immediately connected to them, even if they are not explicitly agreed on again.
- Differing conditions of the contract partner, which we have not explicitly accepted, shall not be binding, even if we do not explicitly reject them. The following terms and conditions shall apply, even if we unconditionally accept an order from the contract partner while knowing of conflicting or differing conditions of the contract partner.
- Our offers shall be directed at commercial buyers only. Consumers within the meaning of Section 13 German Civil Code (§ 13 BGB - Bürgerliches Gesetzbuch) shall not receive any deliveries.

II. Offers and Conclusion of Contract

- We may accept a buyer's order, which can be considered an offer for the conclusion of a contract, by sending an order confirmation within 2 weeks or by delivering the ordered products within the same period of time.
- Our offers are subject to changes without notice and non-binding, unless we explicitly declare them to be binding.
- We retain our rights of ownership, copyrights as well as any other property rights to images, calculations, drawings as well as other documents. The buyer may pass them on to third parties only with our prior consent, irrespective of them having been marked as confidential by us.

III. Terms of Payment

- Our prices are quoted ex works and include packaging, unless the order confirmation states differently. In case of a delivery with dry ice, the contracting partner shall bear the incremental costs. Our prices are stated without the statutory value-added tax. The statutory amount of the VAT shall be indicated separately in the invoice on the invoice date.
- The deduction of a discount shall only be valid if the contract parties have consented to a special written agreement. The net purchase price (without deductions) shall be payable immediately upon the contract partner's receipt of invoice, unless the order confirmation states another payment term. The day when we can dispose of the money shall be deemed as the day of payment. In case of payment by check, the day when the check is cashed in shall be deemed as the day of payment.
- If the contract partner is in default, the statutory regulations shall apply.
- The contract partner shall only be entitled to set-off if the counterclaims have been legally established, are indisputable or recognized by us, even if a notice of defects or a counterclaim is being brought. The contract partner only has the right to execute the rights of retention if the counterclaim is based on the same contractual relationship.

IV. Delivery Period and Performance

- Delivery dates or periods that have not explicitly been stated to be binding, shall be strictly non-binding. The delivery period stated by us shall only start once all technical issues have been settled. Likewise, the contract partner shall fulfill all obligations properly and on time.
- If the underlying contract is a fixed-date transaction within the meaning of Section 286 Sub-section 2 Number 4 BGB or Section 376 German Commercial Code (HGB - Handelsgesetzbuch), we shall be liable to the extent of the statutory provisions. The same shall apply if the contract partner is entitled to assert the cessation of his interest in the continuation of performance due to a delay in delivery we are responsible for. In this case, our liability shall be limited to the foreseeable damage that typically occurs, unless the delay in delivery is attributable to an intentional violation of the contract for which we are responsible, whereby a fault of our representatives or vicarious agents may be attributed to us.

Likewise, we shall be liable in case of a delay in delivery pursuant to the statutory provisions if said delay was caused by an intentional or grossly negligent violation of the contract for which we are responsible, whereby a fault of our representatives or vicarious agents may be attributed to us. Our liability shall be limited to the foreseeable damage that typically occurs if the delay in delivery is not caused by an intentional violation of the contract for which we are responsible.

- Should a delay in delivery for which we are responsible be caused by a culpable violation of a material obligation under the contract, whereby a fault of our representatives or vicarious agents may be attributed to us, we shall be liable pursuant to the statutory provision under the condition that, in this case, the liability for damages shall be limited to the foreseeable damage that typically occurs.
- Otherwise, the buyer shall be entitled to liquidated damages in the amount of 3 % of the delivery's value for every completed week the delivery is delayed due to our own fault. The amount of the liquidated damaged shall not exceed 15 % of the delivery's value.
- Further liability for a delay in delivery for which we are responsible shall be excluded. Further statutory claims and rights of the contract partner, which he is entitled to apart from the claim for damages due to a delay in delivery that we are responsible for, shall remain unaffected.
- We shall be entitled to make partial deliveries and provide partial performance to an extent reasonable for the customer.
- Should the buyer enter into default of acceptance, we shall be entitled to demand compensation for the resulting damage and any additional expenditures. The same applies in case the buyer culpably violates his obligation to cooperate. Upon entering into default of acceptance or payment, the risk of incidental deterioration and accidental loss shall pass to the buyer.

V. Passing of Risk, Shipping and Packaging

- The loading and shipping shall be conducted without insurance and at the risk of the contract partner. We shall endeavor to take into account the contract partner's wishes and interest regarding the shipping method and the transport route. Incremental costs arising due to such considerations - even in case of a carriage paid deliveries - shall be borne by the contract partner.
- We do not take back any transport packaging or any other packaging materials in accordance with the Packaging Ordinance (Verpackungsverordnung). This shall not apply to pallets. The contract partner shall take care of the disposal of the packaging materials at his own expense.
- If the shipping is delayed by request or fault of the contract partner, we shall store the goods at the buyer's risk and expense. In this case the notification of the readiness for shipping shall be considered equal to the shipping.
- Upon request of the contract partner, we will take out a transport insurance for the delivery. The costs thereof shall be borne by the contract partner.

VI. Defects in Quality and Title, Liability

- The contract partner shall only be entitled to claims for defects if he duly complied with his obligations to inspect and notify pursuant to Section 377 HGB.
- In case of legitimate notices of defects, we shall be obligated to rectify the defect under exclusion of the contract partner's right to rescind the contract or reduce the purchase price (reduction), unless we are entitled to deny the rectification due to statutory regulations. The contract partner must grant us an appropriate time limit for the rectification. The contract partner may choose, whether he wishes rectification by means of correction of defect (subsequent improvement) or by way of a new delivery. In case of correction of defect, we shall bear the necessary expenses, insofar as they do not increase, because the subject matter of the contract is not at the place of performance. If the correction of defect ends in failure, the contract partner may choose to demand a reduction of the purchase price (reduction) or declare his withdrawal from the contract. The correction of defects shall be deemed as failed with the second fruitless attempt, insofar as further correction attempts are not reasonable due to the subject matter of the contract and may not be reasonably expected from the contract partner. The contract partner may only exercise his claims for damages due to the defect in accordance with the following conditions, once the correction has failed. The contract partner's right of enforcement of further claims for damages in accordance with the following conditions shall remain unaffected thereby.
- Any warranty claims on the part of the contract partner shall be subject to a statute of limitations of one year following the delivery of goods to him, unless we have fraudulently concealed the defect; in this case, the statutory regulations shall apply. Our obligations in accordance with Clause VI Number 4 and Clause VI Number 5 shall remain unaffected.
- Pursuant to the statutory provisions, we shall be obligated to take back the new goods or reduce the purchase price (reduction) even without the required setting of a deadline if the contract partner's buyer, as the consumer of the sold new, movable article (purchase of consumer goods), could demand from the contract partner that he take back the goods or reduce the purchase price (reduction) due to the defect of the goods or if the contract partner is confronted with such a claim for recourse resulting from it. We shall further be obligated to reimburse the contract partner for any expenses, in particular expenses for transport, travel, work and material, which he had to bear based on his relationship with the end consumer in connection with the rectification caused by a defect of the goods that had already existed at the time the risk passed from us to the contract partner. This claim shall be excluded if the buyer did not duly comply with his obligations to inspect and notify pursuant to Section 377 HGB.
- The obligation pursuant to Clause VI Number 4 shall be excluded, insofar as the defect was caused by advertising statements or other contractual agreements that did not originate from us, or in case the buyer grants the end consumer a special guarantee. The obligation shall also be excluded if the buyer himself was not obligated to exercise the warranty rights against the end consumer due to statutory regulations or if this notification regarding a claim brought against him was not made. This shall also apply if the buyer assumed a warranty against the end consumer, which exceeds the statutory scope.
- Irrespective of the following liability limitations, we shall be liable pursuant to the statutory provisions regarding any harm to life, body and health that was caused by negligent or intentional violations of obligations by us, our legal representatives or our vicarious agents as well as regarding any damage included in the liability in accordance with the Product Liability Act (Produkthaftungsgesetz). We shall assume liability for damage that is not included in Sentence 1 and that was caused by intentional or grossly negligent violations of obligations as well as malice on the part of us, our legal representative or our vicarious agents in accordance with the statutory provisions. In this case, however, the liability for damages shall be limited to the foreseeable damage that typically occurs, unless we, our legal representatives or our vicarious agents have acted with intent. Insofar as we have assumed a quality and durability guarantee regarding the goods or parts thereof, we shall be held liable within the scope of this guarantee. However, we shall be held liable for damage that may be attributed to a lack of the guaranteed quality or durability but that cannot directly be found on the goods, only if it is evident that the risk of such a damage is included in the quality and durability guarantee.
- We shall also be held liable for damage that we caused by a simple negligent violation of a contractual obligations whose performance is a prerequisite for the proper execution of the contract and on whose performance the buyer is frequently relying and may rely on. However, we shall only assume liability, insofar as the damage is typically connected to the contract and foreseeable.
- A further liability shall be excluded without regard to the legal nature of the enforced claim. This shall also in particular apply to tortious claims or claims for compensation for fruitless expenditures instead of performance. Our liability pursuant to Clause IV Number 2 to Clause IV Number 5 of these

provisions shall remain unaffected. Insofar as our liability is excluded or limited, this shall also apply to the personal liability of our staff, employees, workers, representatives and vicarious agents.

- The contract partner's claims for damages arising from defects are subject to a statute of limitations of one year starting from the delivery of goods. This shall not apply in case of harm to life, body or health caused by us, our legal representatives or our vicarious agents or in case we, and our legal representatives acted with intent or gross negligence, or if our simple vicarious agents acted with intent.

VII. Retention of title

- Until all obligations, including all current account receivables, which we are entitled to now and in the future, have been fulfilled, we shall retain the title to the delivered goods (goods subject to reservation). In case of acts in violation of the contract on the part of the contract partner, e.g. default in payment, we shall have the right to reclaim the goods subject to reservation after having set a reasonable deadline. Should we take back the goods subject to reservation, it shall be deemed a withdrawal from the contract. If we seize the goods subject to reservation, it shall be deemed a withdrawal from the contract. We shall be entitled to utilize the goods subject to reservation after having taken them back. Following the deduction of a reasonable amount for the utilization costs, the utilization proceeds shall be offset against the amounts owed to us by the contract partner.
- The contract partner shall handle the goods subject to reservation carefully and adequately insure them at his own expense and at the original value against damage due to fire, water and theft. Necessary maintenance and inspections are to be conducted by the contract partner in good time and at his own expense.
- The contract partner shall be entitled to sell and/or use the goods subject to reservation during the ordinary course of business, for as long as he is in default. Pledging and transferring by way of security shall be permissible. The contract partner shall fully assign all claims arising from the resale or another legal reason (insurance, torts) regarding the goods subject to reservation (including all current account receivables) to us. We are hereby accepting the assignment. We re-vocably authorize the contract partner to collect in his own name the claims assigned to us for the purpose of invoicing. The direct debit authorization shall be subject to revocation at any time if the contract partner does not properly meet his payment obligations. Furthermore, the contract partner shall not be allowed to assign this claim for the purpose of debt collection by way of factoring, unless the obligations of the factor is established at the same time, which stipulates that we shall directly receive consideration in the amount of the claim, i.e. we still have claims against the contract partner.
- The processing or remodeling of the goods subject to reservation shall be done by the contract partner in any case. Insofar as the goods subject to reservation are processed together with other items that do not belong to us, we shall assume joint ownership in proportion to the value of the goods subject to reservation (final invoice amount, incl. Value-added tax) and the other processed items at the time of processing. The provision regarding the goods subject to reservation shall also apply to newly, by means of processing, created products. In case of an inseparable mixing of the goods subject to reservation with other items that do not belong to us, we shall assume joint ownership in proportion to the value of the goods subject to reservation (final invoice amount, incl. Value-added tax) and the other, blended items at the time of the mixing. If the item of the contract partner is considered to be the main item after the mixing took place, the contract partner and we agree that the contract partner shall assign joint ownership of the item to us. We hereby accept the assignment. Our subsequently realized sole and joint ownership of an item shall be retained by the contract partner on our behalf.
- In case third parties have access (in particular in case of seizure) to the goods subject to reservation, the contract partner shall inform the third party of our ownership and report to us immediately, so that we may exercise our ownership rights. Insofar as the third party is unable to reimburse us for the court costs and extrajudicial costs incurred, the contract partner shall assume liability thereof.
- We shall be obligated to waive securities that we are entitled to insofar as the realizable value of our security exceed the claim to be secured by 10 %. We shall have the right to choose, which security we waive.

VIII. Place of Performance, Jurisdiction, Applicable Law

- Place of performance and jurisdiction for all deliveries and payments (including actions regarding checks and bills of exchange) as well as any disputes that might arise between us and the contract partner from the contracts concluded between us and the contract partner shall be our headquarters. However, we are also entitled to bring an action against the contract partner at his place of residence and/or place of business.
- The relationship between the contracting parties shall be exclusively governed by the applicable laws of the Federal Republic of Germany. The application of the United Nations Convention on Contracts for the International Sale of Goods (**JUN-Kaufrecht**) shall be excluded.

IX. Information on the compilation and processing of personal data pursuant to the requirement of transparency in accordance with section 12 et. seqq. General Data Protection Regulation [Datenschutz-Grundverordnung - DSGVO]

- Specification of purpose
BIOTYPE compiles and processes personal data for the purpose of entering into business relationships and the performance of contracts. Affected are all data categories relevant for the performance of pre-contractual and contractual obligations. Personal data shall only be disclosed to third parties if this is necessary for the performance of the business objective. The disclosure of personal data to third parties in third countries with an uncertain data-protection level (generally countries outside the European Union), which have no part in the business objective shall not take place or shall only take place with the consent of the data subject. The compilation, processing and use of personal data shall be conducted to the extent that is legally permissible pursuant to Section 5 and 6 DSGVO. If personal data are collected from the data subject, the data subject shall be entitled to the right of transparent information pursuant to Section 12 et. seqq. DSGVO and in accordance with Section 32 BDSG. In general, only this information is processed and used that is necessary for the performance of tasks by the company and is directly connected to the purpose of the processing. In this case, the special conditions for the compilation, processing and use of the particular categories of personal data pursuant to Section 9 DSGVO and Sections 22 et. seqq. shall be taken into account. The compilation and processing of sensitive data pursuant to the DSGVO shall only be permitted within the scope of the principle of reservation of authorization or upon presentation of legal grounds.
- The rights of data subjects
Pursuant to Sections 15 et. seqq. DSGVO, data subjects shall be entitled to the disclosure, correction, erasure, limitation and objection against the compilation and processing of their personal data.
Pursuant to Section 13 Sub-section 2 Point c DSGVO, data subjects shall further have the right to withdraw their consent regarding the future compilation and processing of personal data if the data processing is based on Section 6 Sub-section 1 a or Section 9 Sub-section 2 a DSGVO. The legitimacy of the data processing done based on the consent given until its withdrawal shall remain unaffected.
However, a withdrawal of consent as well as the non-provision of the required data usually leads to the purpose, for which the data were or would have to be collected, being impossible to achieve. In order to exercise these rights, the written form is required. For this purpose, please contact info@biotype.de.
- Erasure of personal data
Personal data shall be erased once the purpose for their storage ceases to exist and no legal norm (e.g. statutory retention period) requires the data to be kept. The stipulations of Section 17 DSGVO in conjunction with Section 35 BDSG shall apply. Insofar as the erasure for statutory and/or contractual reasons, or for reasons related to commercial and/or tax law is impossible, the data subject may be granted a limitation for the processing of personal data upon his/her request. In order to exercise this right, the written form is required.
- The data subject's rights to data portability
The contract partner shall ensure the rights to data portability pursuant to Section 20 DSGVO. Any data subject shall have the right to receive a copy of his/her personal data in a common, machine-readable data format.
- Controller within the meaning of DSGVO and BDSG
BIOTYPE GmbH, Dresden
Data Protection Supervisor of the Company
Herrmann, J. Janz, c/o Janz Consulting,
Schevenstr. 18, 01326 Dresden
- Right to file a complaint
All data subjects shall have the right of complaint with the state's supervisory authority pursuant to Section 77 DSGVO. You may contact the State Data Protection Commissioner via email: saechstsb@st.sachsen.de.