

SCIENTA OMICRON GMBH GENERAL TERMS AND CONDITIONS OF PURCHASE

These general conditions for purchase apply exclusively. We acknowledge opposing or deviating from our terms and conditions of the supplier only insofar as we have expressly agreed to them in writing. Special provisions take precedence over these General Terms and Conditions. The product or products to be supplied by the supplier are hereinafter referred to as "product" and the agreed price to be paid is hereinafter referred to as the "agreed price".

1. contract conclusion and contract changes

- 1.1. Orders, contracts and call-off orders as well as their changes must be in writing.
- 1.2. Verbal agreements of any kind, including subsequent changes or additions to our Terms and Conditions of Purchase, require our written confirmation to be valid.
- 1.3. Orders and call-off orders are to be confirmed in writing within 5 working days.
- 1.4. If the supplier does not accept the order within two weeks of receipt, we are entitled to revoke it.

2. Deliveries

- 2.1. Deviations from orders and call-off orders are only permitted after our prior written consent.
- 2.2. We are entitled to refuse the acceptance of goods not ordered or not delivered at the agreed delivery date and to return these at the expense and risk of the Supplier or to store them with third parties.

3. Delivery and delay in delivery

- 3.1. Agreed dates and deadlines are binding. The product shall be deemed as delivered on arrival at us, or at the shipping address given by us.
- 3.2. Delivery shall be in accordance with DAP (named destination) in accordance with the respectively valid version of INCOTERMS. The supplier bears the risk and the costs of unloading.
- 3.3. The supplier is obliged to inform us immediately in writing if he fails to meet the agreed delivery date on time or can not deliver the goods in the agreed quality. In the event of a delay in delivery, we shall be entitled to liquidated damage of the amount of 0.1% of the net delivery value per working day, but in total not more than 10% of the net delivery value. Further legal claims are reserved.
- 3.4. Force majeure, labor disputes, official measures and other unavoidable events justify the release from liability if they prevent the fulfillment of the contract or make it substantially more difficult and the supplier can not control the circumstance or overcome the obstacle. The aforementioned circumstances justify the liability only if the supplier was unable to foresee its effects on the fulfillment of the contract upon conclusion of the contract. In the case of dismissal, the delivery time is extended by the duration, which is appropriate according to the circumstances. The supplier is not entitled to extend the delivery time if the reason for the delay has arisen after expiry of the originally agreed delivery time. We are entitled to terminate the contract if the performance of the contract is delayed due to a more than one-month dismissal reason.
- 3.5. We are entitled to cancel a delivery or partial delivery with notification to the supplier, if it turns out that a delay will occur which entitles us to the maximum liquidated damage. In the event of such termination, we shall be entitled to a maximum liquidated damage and to a contractual penalty in the event of termination as described above.

4. Shipping, packaging
 - 4.1. The goods are shipped at cost (unless otherwise agreed) and risk of the supplier. This also applies if we return the goods due to a withdrawal from the contract or due to defectiveness to the supplier.
 - 4.2. The goods must be packed in such a way that transport damage is avoided. The return of the packaging requires a special agreement.

5. Pricing, transfer of risk
 - 5.1. If no special agreement has been made, the prices including all packaging and transport costs acc. INCOTERMS DAP (named destination).
 - 5.2. The supplier generally undertakes the risk until delivery or acceptance of the goods by us or our agent at the place to which the goods are to be delivered according to the order or to which the service is to be provided.

6. Payment
 - 6.1. Unless otherwise agreed, the payment term is 60 days net
 - 6.2. The payment period begins as soon as the delivery or service has been rendered completely and free of defects and the duly prepared invoice has been received by us.
 - 6.3. Our payments are subject to the audit. They do not constitute acceptance of the delivery or service as being in accordance with the contract.
 - 6.4. We are entitled to extend the term of payment under the following conditions, force majeure, labor disputes, official measures and other unavoidable events.

7. Liability for defects
 - 7.1. The characteristics and quality of the product must be in accordance with the specifications listed in the supplier's product list and in the product specification that have been published in marketing materials and other product information that are suitable for the typical purpose. The supplier is responsible for information contained in marketing materials, price lists and other product information.
 - 7.2. Acceptance is subject to an examination for freedom from defects, in particular also for correctness and completeness, as far as and as soon as this is feasible in the ordinary course of business. Defects are reported immediately after discovery, without unreasonable delay. In this respect, the supplier waives the objection of the delayed notice of defects.
 - 7.3. The right to choose the type of remedy is in principle ours. The supplier may refuse the type of supplementary performance chosen by us if it can only be provided at disproportionate costs.
 - 7.4. The supplier must remedy the defect at the place where the goods are located immediately. The Supplier shall bear the costs of subsequent performance, including the costs of troubleshooting and transport, as well as the work and costs incurred as a result of the repair of products other than the products.
 - 7.5. The costs incurred in connection with the supplementary performance by removal and installation as well as any costs of return transport are borne by the supplier. Furthermore, if the repair of the goods at the place of destination specified in the order is not possible, any customs duties, fees or other charges.
 - 7.6. In urgent cases (for example to avoid production interruptions), we shall be entitled to remedy the identified defects without setting a deadline after the information has been provided or have them disposed of by third parties and to invoice the resulting expenses to the supplier.
 - 7.7. In the case of legal faults, the supplier also indemnifies us from any existing claims of third parties, unless he is not responsible for the legal defect.
 - 7.8. Unless otherwise agreed, the warranty period is 2 years. The period begins with the delivery or acceptance of the goods.

- 7.9. If the defect is not remedied and there is a material defect, we are entitled to terminate future partial deliveries with regard to the defective part delivery and, at our discretion. In the event of such termination, we shall be entitled to: (i) a refund of the purchase price paid for the canceled partial delivery; and (ii) damages for all losses.
8. Property rights of third parties, product liability
- 8.1. The Supplier indemnifies us from all claims of third parties based on infringement of intellectual property rights or patent infringement of all related claims and costs of legal action on first request.
- 8.2. Notwithstanding any previous stipulations regarding liability in damages, the seller shall be liable for third-party property damage or personal injury resulting from any defect in the Product. In the event the buyer incurs liability in damages to any third party due to property damage or personal injury as a result of any defect in the Product, the seller shall hold the buyer harmless.
- 8.3. The supplier undertakes to maintain an adequate product liability insurance in terms of scope and amount and to provide proof of this upon request.
- 8.4. Otherwise, the statutory provisions apply.
9. Free issued material
- 9.1. Materials or parts provided by us that are processed as part of our orders remain our property during this phase. The supplier is liable for any loss or damage.
- 9.2. Supplements shall be stored separately and marked as our property
10. Confidentiality
- 10.1. The supplier is obliged to keep all pictures, drawings and other documents and information received from us strictly confidential; they may not be made accessible to third parties without express written consent.
- 10.2. The obligation to secrecy also applies indefinitely after complete completion of the delivery-related orders; it lapses if and to the extent that the manufacturing knowledge obtained in the usual illustrations, drawings and other documents becomes generally known without there having been a breach of this non-disclosure agreement.
- 10.3. The supplier may not use confidential documents and information for purposes beyond the execution of the order.
- 10.4. The Supplier shall be liable for all damages arising from a culpable violation of the aforementioned secrecy obligation. We point out that the breach of contract at our request can lead to a criminal offense, which can be punished with up to 5 years in prison.
11. Export Control
- 11.1. The Supplier is obliged to inform us of any authorization requirements for (re-) exporting its goods in accordance with German, European, US export and customs regulations as well as the export and customs regulations of the country of origin of its goods in its business documents. For this purpose, the supplier shall provide the following information at least in its offers, order confirmations, delivery notes and invoices:
- The export list number according to Annex AL to the German Foreign Trade Regulation or comparable list items of relevant export lists
 - For US goods the ECCN (Export Control Classification Number) according to the US Export Administration Regulations (EAR)
 - The commercial origin of goods
 - The statistical commodity code (HS code) of its goods

12. Governing Law and Jurisdiction

These terms and conditions are subject to the laws of the Federal Republic of Germany, excluding the UN Sales Convention (CISG) and to the exclusion of conflict of laws. The seat of the arbitral tribunal is Frankfurt am Main, Germany.

This agreement shall be governed by and construed in accordance with the laws of Germany, without regard to any conflict of law principles.

Any disputes, controversy or claims arising out of or in connection with this Terms and Conditions shall be finally settled by arbitration in accordance with the Rules of Arbitration of the German Institution of Arbitration at the Chamber of Commerce Frankfurt. The language to be used in the arbitral proceedings shall be German. The arbitral tribunal consists of one judge. Any arbitration proceeding (including but not limited to the result thereof) shall be treated strictly confidential.

13. General provisions

Should individual provisions of these Terms and Conditions of Purchase and the further agreement made be or become ineffective, this shall not affect the validity of the remainder.