

International General Terms and Conditions of Sale and Delivery of c-LEcta GmbH ("IGTC")

§ 1 General Information

- (1) All deliveries of products and provisions of services ("DELIVERY") by c-LEcta GmbH ("c-LEcta") to their customers who have their place of business in a country other than Germany ("PURCHASER") shall be governed by these Conditions of Sale and Delivery (products and services shall be together referred to as "GOODS"). These IGTC shall exclusively apply in relation to enterprises (any natural or legal person acting in his/her/their professional capacity when making a purchase) and legal persons under public law or special funds under public law.
- (2) c-LEcta hereby expressly objects to any conflicting or additional terms and conditions of the PURCHASER ("TC"). Such conditions shall only apply if c-LEcta expressly consents to their inclusion IN WRITING. The requirement of the written form shall be met if an original signature or an electronic signature is used, if signed documents are transmitted by fax or as PDF document and – only in the case of online purchases – if any other documents without a signature are transmitted electronically or digitally for example an e-mail ("IN WRITING" or "WRITTEN"). c-LEcta not objecting to such TC shall not be considered as acknowledgment or consent to these, not even in the case of future contracts.
- (3) The IGTC shall apply instead of any possible TC even if according to the TC, acceptance regarding a DELIVERY shall be considered as unconditional acknowledgement of the TC or if c-LEcta performs a DELIVERY despite a reference by the PURCHASER to the application of the TC unless c-LEcta has expressly waived the application of their IGTC. The exclusion of the TC shall even apply if the IGTC do not contain specific regulations regarding individual provisions. By confirming the acceptance of c-LEcta's quotation (item 4.2 below) regarding the DELIVERY to the PURCHASER, the PURCHASER shall expressly acknowledge to waive their objections derived from the TC.
- (4) If the parties mutually agree IN WRITING upon individual terms and conditions that are contrary to these IGTC, such terms and conditions shall have priority over these IGTC.

§ 2 Information / Consulting Services / Warranties

- (1) Any information and explanations with regard to the GOODS provided by c-LEcta or their sales agents shall be provided exclusively on the basis of c-LEcta's experience in the past and shall not constitute any guaranteed features or any guarantee regarding the GOODS. Unless other agreements have been expressly made with regard to the GOODS that are signed by authorised employees of c-LEcta, c-LEcta shall not assume any liability for the fact that the GOODS are suitable for the purpose pursued by the PURCHASER.

c-LEcta shall assume an obligation to provide consulting services only on the basis of a separate WRITTEN consultancy agreement.

- (2) c-LEcta shall be deemed to have provided a guarantee only if c-LEcta has indicated a feature and/or success IN WRITING in documents additionally signed by authorised employees of c-LEcta.
- (3) c-LEcta shall be deemed to have assumed any procurement risk only if c-LEcta has indicated the procurement risk IN WRITING by "we assume the procurement risk".

§ 3 Samples

- (1) The characteristics of samples / sample copies ("SAMPLES") shall only become a part of the contract if this has been expressly agreed upon IN WRITING. The PURCHASER shall undertake to make the SAMPLES and data, cost estimates and records that are related to them not available to third parties unless c-LEcta declares their express consent IN WRITING. The PURCHASER shall not be permitted to realize the SAMPLES and to pass them on to third parties. c-LEcta shall reserve all ownership rights and copyrights to the provided SAMPLES, data, cost estimates and other records. Upon request, the SAMPLES, data, cost estimates and any other records shall be returned to c-LEcta if a contract related to these has not been concluded with c-LEcta or has been terminated.
- (2) If SAMPLES are provided by c-LEcta to the PURCHASER, the PURCHASER shall undertake to use the SAMPLES exclusively for internal evaluation or test purposes or for a purpose mutually agreed upon. Any examination of the SAMPLES and GOODS for the purpose of their reproduction (reverse engineering) shall be expressly excluded.
- (3) If a PURCHASER purchases GOODS from c-LEcta as a result of the purchase or provision of SAMPLES, deviations of the delivered GOODS from the SAMPLES shall be permitted. Any such deviation shall not entitle the PURCHASER to raise objections and claims in relation to c-LEcta if the delivered GOODS comply with the specifications for the GOODS and are suitable for the purposes for which GOODS of the same type are usually used.

§ 4 Quotation and Acceptance

- (1) Quotations by c-LEcta regarding GOODS shall be revocable and non-binding unless they are designated expressly and IN WRITING as binding or contain express and binding covenants. They shall be solely an invitation to the PURCHASER to submit an offer in accordance with quotation with regard to the GOODS.
- (2) The conclusion of the contract between c-LEcta and the PURCHASER shall take place if c-LEcta accepts the PURCHASER's offer or if the PURCHASER accepts

c-LEcta's quotation, in each case without any changes. If the DELIVERY is performed without prior acceptance, the acceptance shall be replaced by the DELIVERY.

- (3) c-LEcta shall only be obliged to deliver from their own stock of goods. If such goods are not available, c-LEcta shall notify the PURCHASER without delay after having gained knowledge of this, but not later than within eight (8) days ("WITHOUT DELAY") and the PURCHASER shall receive a refund of any payments already made.

§ 5 Price / Payment

- (1) The price in euros (EUR) or US dollars (USD) to be paid shall be indicated in the quotation in accordance with item 4.1 of the IGTC or in the currently valid price list of c-LEcta, as applicable. The price shall apply as not including the statutory value added tax applicable in each case (if such tax accrues in accordance with the relevant law).
- (2) Unless offered or agreed otherwise, the prices agreed for GOODS shall apply ex works and shall not include any shipping charges, customs duties, taxes, insurance costs and any possible country-specific charges imposed upon the DELIVERY outside of the Federal Republic of Germany, which shall also be borne by the PURCHASER. The place of payment shall be the registered office of c-LEcta.
- (3) If payments are made in other currencies than the euro or US dollars offered or agreed upon, the exchange rates applicable at the date of the booking by the PURCHASER shall apply to these payments. As far as the PURCHASER's banking costs are concerned, the costs accruing in international payment transactions shall be borne by the PURCHASER, unless otherwise agreed.
- (4) Payments shall be deemed to not have been made until the date at which c-LEcta may actually dispose of the invoice amount. In the case of a bank transfer, the date at which the amount is credited to the account of c-LEcta or of the payment recipient designated by c-LEcta shall be considered as date of performance.
- (5) Unless otherwise offered or agreed upon, the payment to c-LEcta shall become due when the GOODS are made available at the registered office of c-LEcta or of c-LEcta's relevant contract manufacturing organisation ("CMO") or – if a transport is agreed – when the GOODS are handed over to the first carrier. In all cases, the handing over of the GOODS may be made dependent on the payment of the price.
- (6) The payment method shall be
- 6.1 the bank transfer if the purchase is not made online. Other payment methods shall only be accepted if a prior agreement has been made IN WRITING;
- 6.2 in cases of an online purchase, the payment method indicated on the website and selected by the PURCHASER.

In the case of a payment by credit card, the PURCHASER's account shall be debited upon the conclusion of the contract. In particular if the payment is made by a bill of exchange and/or cheque, the date at which the payment is credited without any reservation regarding the receipt shall be considered as date at which the performance occurs. The costs accruing in that context such as discount charges, bill charges and the like shall be borne by the PURCHASER.

- (7) If the PURCHASER's solvency decreases between the conclusion of the contract and the DELIVERY or if c-LEcta subsequently gains knowledge of the fact that there are justified concerns with regard to the PURCHASER's solvency, e.g. in the case of a protest regarding a bill of exchange or cheque, if the PURCHASER discontinues their payments, if compulsory enforcement measures are taken against the PURCHASER or in the case that culpably, significantly incorrect information with regard to the solvency or creditworthiness have been submitted, c-LEcta shall be entitled
- 7.1 to request payment before the agreed-upon payment date;
- 7.2 to withhold DELIVERIES until the complete payment of all invoice amounts due;
- 7.3 to request advance payment before any further DELIVERIES;
- 7.4 to terminate the contract, whereby any possible claims for damages shall be preserved and/or
- 7.5 if a payment by bill of exchange or cheque has been agreed upon, to request the payment by bank transfer instead of cashing the cheque or honouring the bill.

c-LEcta shall issue notification WITHOUT DELAY and IN WRITING.

If, furthermore, a bill of exchange / cheque should get lost, c-LEcta shall be entitled to request payment by bank transfer.

- (8) The PURCHASER shall not be permitted to offset/ *apply* their claims *against* (*verrechnen*) c-LEcta's claims for price payments or to assert a *right of retention* (*Zurückbehaltungsrecht*) unless the PURCHASER's claims are uncontested or have become *res judicata*.
- (9) The PURCHASER shall have rights to refuse performance and *rights of retention* (*Zurückbehaltungsrechte*) only if they are based on the same contractual relationship regarding the delivered GOODS.
- (10) If the PURCHASER is in default, default interest shall be charged at the amount of 8% (eight percentage points) above the relevant basic rate of interest of the European Central Bank applicable at the date when the price is due. The right to assert a higher damage shall be expressly reserved in favour of c-LEcta.

- (11) Payments received during a delay in payment on the part of the PURCHASER shall first be used for defraying the cost, then any interest and finally the principal claims, each in accordance with how long the claim has existed (the oldest claims first).
- (12) In the case of an increase in the production costs, which was not foreseeable when the contract was concluded, by at least 10% until the DELIVERY of the GOODS, c-LEcta shall be permitted to request the contract to be adapted to the changed circumstances or to be completely renegotiated.

§ 6 Delivery Period

- (1) c-LEcta shall perform the DELIVERY within the period agreed upon. Delivery periods shall only be binding if c-LEcta has expressly confirmed them IN WRITING. If the PURCHASER has requested changes regarding the delivery period after the conclusion of the contract and c-LEcta has confirmed them IN WRITING, a new appropriate delivery period shall commence upon the confirmation.
- (2) If c-LEcta enters into a default in delivery for reasons that c-LEcta is liable for, c-LEcta shall submit to the PURCHASER a new schedule WITHOUT DELAY. The PURCHASER shall declare IN WRITING and WITHOUT DELAY after the receipt of the new schedule whether the PURCHASER accepts the new schedule and in this way the change of the contract or whether the PURCHASER declares the termination of the contract. If the PURCHASER declares the termination of the contract, the PURCHASER shall be permitted to claim damages based on the violation of a duty only in accordance with item 11 of the IGTC.
- (3) If the shipment of the goods is delayed upon the PURCHASER's request or if the PURCHASER enters into default in taking delivery for other reasons, the PURCHASER shall reimburse c-LEcta for the costs caused thereby, e.g. for the storage or the delayed payment. The lump-sum for the storage shall amount to 1.0% of the net value of the GOODS for each week of default. According to their preference, c-LEcta shall be entitled to claim immediate payment, to declare the termination of the contract, to request a payment for keeping the goods available and/or to claim damages.
- (4) c-LEcta's compliance with the delivery period shall require the fulfilment of the contractual obligations by the PURCHASER.

§ 7 Force Majeure and Default in the Performance of upstream Suppliers

- (1) If the DELIVERY by c-LEcta is delayed for reasons that are not attributable to c-LEcta, e.g. due to any lacking, incorrect or late provision by suppliers or CMOs or if events of force majeure with a considerable duration (usually more than 14 days) occur, c-LEcta shall notify the PURCHASER WITHOUT DELAY. Events of force majeure shall include, but shall not be limited to, strike and lockout on the part

of suppliers, CMOs and c-LEcta, governmental interventions, government shutdown, acts of war, terrorist attacks, border closures, import prohibitions, energy shortage and scarcity of raw materials, natural disasters, epidemics, pandemics and plagues, transport bottlenecks that are not due to anyone's fault, operational hindrances, such as due to fire, water, mechanical breakdowns as well as all other impediments that, objectively, have not been culpably caused by c-LEcta. This shall also include all consequences of an exit of the United Kingdom from the EU (*Brexit*), e.g. due to significant delays in the customs clearance.

- (2) In cases of Force Majeure, c-LEcta shall be permitted to extend the delivery period accordingly by the duration of the disorders caused by these circumstances or to declare the partial or complete termination of the contract due to the incompletely performed part of the contract, if c-LEcta has complied with their duty to inform. This shall also apply if such circumstances occur on the part of suppliers and CMOs of c-LEcta.
- (3) If delivery date is agreed upon in a binding manner and this deadline is not met due to events in accordance with item 7.1 of the IGTC, the PURCHASER shall be permitted to declare the termination of the contract due to the incompletely performed part of it after an appropriate grace period has expired without the desired result. This regulation shall apply with the necessary modifications if, objectively and for the reasons indicated in item 7.1 of the IGTC, it is unreasonable for the PURCHASER to comply with the terms of the contract any longer, even without a delivery date agreed upon in a binding manner.
- (4) The PURCHASER shall not be permitted to derive from the reasons indicated in items 7.1 to 7.3 of the IGTC any other legal remedies than the ones indicated in item 7.3.

§ 8 Shipment, Passing of the Risk, Insurance, Damages

- (1) The DELIVERY shall be EXW (INCOTERMS 2010) from the registered seat of c-LEcta or EXW (INCOTERMS 2010) from the registered seat of the CMO working for c-LEcta. Unless otherwise agreed upon IN WRITING, the GOODS shall be transported at the PURCHASER's account and risk.
- (2) The PURCHASER shall be obliged to cooperate in the DELIVERY to the extent necessary, for example the shipment, import and customs clearance of the corresponding product. In the event of a delay in delivery solely due to a lack of cooperation on the part of the PURCHASER, c-LEcta shall not assume any liability.
- (3) The risk of the accidental destruction or deterioration, even in the case of partial deliveries, shall pass to the PURCHASER

3.1 in case of a DELIVERY in accordance with item 8.1: when the GOODS are handed over to the PURCHASER or their carrier;

3.2 if c-LEcta is obliged to transport the GOODS: when the GOODS are handed over to the first carrier.

Only upon the PURCHASER's express request, c-LEcta shall insure the shipment at the PURCHASER's cost against any theft, breakage, transport damage and damage by fire and water as well as other insurable risks.

- (4) If the PURCHASER is in default of acceptance with regard to the GOODS whereby the PURCHASER is liable for this default, and in the case of delays in delivery upon the PURCHASER's request, the risk shall pass to the PURCHASER from the time at which the default or delay in delivery commenced.
- (5) The PURCHASER shall take delivery of delivered GOODS even in the event of insignificant non-conformities. Non-conformities shall be insignificant for example if there is no deviation from the specification, the non-conformity may be re-medied with little effort, only other packaging than primary packaging is damaged or the damage is purely superficial.
- (6) In the case of any damage or loss of the GOODS in transit, the PURCHASER shall, within 3 days (the date at which the PURCHASER gained knowledge thereof shall be included), IN WRITING (i) cause the carrier to ascertain the facts and (ii) notify c-LEcta of the damage in transit. The PURCHASER shall provide to c-LEcta the result of the ascertainment of the facts carried out by the carrier WITHOUT DELAY after receipt.
- (7) The PURCHASER shall store and handle the GOODS with due care and in accordance with the storage conditions set out in the specification. Any warranty or liability of c-LEcta shall be excluded in the case of variations from the recommended storage conditions or any other inappropriate handling or storage of the GOODS by the PURCHASER.
- (8) If c-LEcta is entitled to claim damages from the PURCHASER instead of the payment in accordance with items 5.8.4 of the IGTC or for other reasons, c-LEcta shall be entitled to liquidated damages instead of the compensation of the specific damage that has occurred, as set out in the following provisions:

If the contract is terminated prior to c-LEcta's initiation of contract-related processes, the PURCHASER shall pay

8.1 20% of the net value of the GOODS plus the accrued costs if GOODS are concerned that are not a part of c-LEcta's standard range of goods;

8.2 10% of the net value of the GOODS plus the accrued costs if GOODS are concerned that are a part of c-LEcta's standard range of goods.

If the contract is terminated after c-LEcta's initiation of contract-related processes, the PURCHASER shall pay

8.3 40% of the net value of the GOODS plus the accrued costs if GOODS are concerned that are not a part of c-LEcta's standard range of goods;

8.4 30% of the net value of the goods plus the accrued costs if GOODS are concerned that are a part of c-LEcta's standard range of goods.

Both parties shall be permitted to prove that a different amount of damage has accrued or that no damage has occurred.

§ 9 Reservation of Title

- (1) c-LEcta shall reserve the title to the delivered GOODS until all claims arising from the contract with the PURCHASER are settled. If payment by cheque/ bill of exchange has been agreed upon, the reservation shall extend to the date of performance in accordance with items 5.5 and 5.7 of the IGTC and shall not already expire when the credit entry with the reservation regarding the receipt concerning the bill of exchange/cheque is made in favour of c-LEcta.
- (2) The PURCHASER shall not be permitted to further sell, process and dispose of the GOODS (except SAMPLES) before the GOODS are completely paid. In the case that the PURCHASER infringes this provision, c-LEcta shall expressly reserve the right (in addition to other contractual and statutory claims against the PURCHASER) to request advanced payment or to request another security from the PURCHASER prior to any future DELIVERIES.
- (3) The PURCHASER shall store the GOODS in accordance with the accompanying documents and shall insure the GOODS against, including but not limited to, fire, water and theft. The PURCHASER shall hereby assign to c-LEcta any claims by the PURCHASER against the insurance company arising from a case of damage involving the GOODS at the amount of the net value of the GOODS concerned by the relevant case of damage.
- (4) In the case of attachments and any possible access to the GOODS by third parties, the PURCHASER shall notify c-LEcta within 2 days (the date at which the PURCHASER gained knowledge thereof shall be included) and IN WRITING.
- (5) In the case of a culpable infringement of the contract by the PURCHASER, include, but shall not be limited to, a delay in payment, c-LEcta shall be permitted to terminate the contract and to reclaim the GOODS. The PURCHASER shall be obliged to return the GOODS. The PURCHASER shall bear all costs related to the reclamation. The reclamation regarding the GOODS shall include the termination of the contract. c-LEcta shall be permitted to realise the GOODS and to offset the proceeds less appropriate costs of the realisation against the receivables from the PURCHASER arising from the business relationship.

§ 10 Warranty

- (1) c-LEcta shall procure for the PURCHASER GOODS that are in conformity with the contract. Any insignificant non-conformity in accordance with item 8.4 of the IGTC shall remain out of consideration.
- (2) At the time of the passing of the risk according to item 8.1, the GOODS shall comply with the specification and shall be produced in accordance with all relevant statutory requirements and standards applicable at the time of the DELIVERY and shall be packed in a way that it withstands any reasonably expected transport damage during transport from c-LEcta to the PURCHASER.
- (3) Upon receipt or takeover, the PURCHASER shall WITHOUT DELAY examine the GOODS for the conformity of the DELIVERY with the relevant contract as regards item description and number, packaging size and quantity, intactness of the primary packaging, compliance with the transport and storage conditions and the expiration date and shall notify c-LEcta of any non-conformity WITHOUT DELAY and IN WRITING, whereby the type of non-conformity shall be stated. If there are indications of any non-conformity, the PURCHASER shall subsequently carry out WITHOUT DELAY all examinations that are required in addition and that are reasonable and shall notify c-LEcta also WITHOUT DELAY and IN WRITING of any non-conformity resulting therefrom. The PURCHASER shall notify c-LEcta WITHOUT DELAY and IN WRITING of any hidden non-conformity after having detected them. In the case of hidden non-conformities, the PURCHASER shall prove that the PURCHASER has handled and stored the GOODS in accordance with the product documentation included in the DELIVERY. Both in the case of obvious as well as hidden non-conformities, the PURCHASER shall take measures using reasonable efforts that facilitate a determination of the non-conformities and their reasons and prevent an increase of the damage.
- (4) If the PURCHASER has failed to notify c-LEcta WITHOUT DELAY of any non-conformity of GOODS, claims of the PURCHASER based on non-conformities shall be excluded. This shall not apply in the case of c-LEcta acting with intention, gross negligence or with fraudulent intent and in cases of injury to life, body or health, other cases of mandatory liability prescribed by law, in cases of c-LEcta assuming a guarantee regarding the quality of the GOODS, or in cases of the assumption of a procurement risk.
- (5) The warranty period and the period regarding the notice of non-conformities in accordance with Article 39, section 2 of the CISG shall amount to 12 months, calculated from the day at which the risk of deterioration, destruction or loss has passed in accordance with item 8 of the IGTC. This shall not apply if c-LEcta acts with intention, gross negligence or with fraudulent intent and in the case of injury to life, body or health, if a warranty of shelf life has been assumed or if a longer warranty period is mandatory by law.
- (6) With regard to GOODS with a specified shelf life, this warranty shall not exceed the expiry of the shelf life, in derogation from the other provisions of item 10.5.
- (7) c-LEcta may remedy any non-conformity, at their own discretion, either by repair or replacement delivery of the GOODS (free of charge) unless the obligation to render subsequent performance is excluded by contract. In the case of a replacement delivery, the non-conforming GOODS shall be, at c-LEcta's option, destroyed or returned to c-LEcta. If the non-conformity cannot be remedied or if the repair or replacement delivery has been carried out without the desired result, the PURCHASER may, at their option, request a reduction of the price or terminate the contract. It shall only be assumed that the subsequent performance has failed if the repair or replacement delivery is impossible, if it is delayed by c-LEcta to an unreasonable extent, if justified doubts exist with regard to the prospects of success or if there is an unreasonableness for any other reasons.
- (8) Upon agreement with c-LEcta, the PURCHASER shall grant the necessary time and opportunity for the performance of all repairs and replacement deliveries, which c-LEcta deems necessary using equitable discretion. Only in urgent cases, such as a threat to the operational safety or the defence of disproportionately large damage or if c-LEcta is in default of remedying a non-conformity, the PURCHASER shall have the right to remedy the non-conformity themselves or have it remedied by third parties and to claim from c-LEcta the reimbursement of the necessary costs, but within the limits of item 11 of the IGTC.

§ 11 Exclusion/Limitation of Liability

- (1) The liability of c-LEcta shall be excluded if the non-conformity is not based on a fault on the part of c-LEcta.
- (2) In the case of a fault on the part of c-LEcta, the liability of c-LEcta for damages shall be limited to a maximum amount that is equal to twice (2 times) the net value of the delivered GOODS per case of damage.
- (3) To the extent permitted by law, c-LEcta shall not be liable for any damage arising from liability (damage on the part of the PURCHASER asserted by a third party in relation to the PURCHASER) and for any consequential damage, including but not limited to loss of profit and expert's fees.
- (4) The aforementioned exclusions of liability in accordance with items 11.2 to 11.3 of the IGTC shall not apply in the case of a mandatory statutory liability and with regard to
 - 4.1 intentional, fraudulent and grossly negligent violations of duties, even by statutory representatives or performing agents [Erfüllungsgehilfen] of c-LEcta;

- 4.2 in the case of injury to life, body or health, even by statutory representatives or performing agents of c-LEcta;
- 4.3 if c-LEcta has assumed a warranty regarding the shelf life of the GOODS, a guarantee of the conformity with the contract or the procurement risk;
- 4.4 in the case of a further liability in accordance with mandatory statutory provisions.
- (5) If only simple or medium negligence is imputable on c-LEcta or their performing agents and if the requirements of item 11.4 of the IGTC are not met, c-LEcta shall not be liable.
- (6) Deviating from item 11.2, in the case of a default caused by c-LEcta, the PURCHASER shall only be liable to request compensation for the default if the PURCHASER has incurred a damage; and any further claims shall be excluded. The compensation shall amount to 0.5% for each commenced week of default, but as a maximum 5% of the net value of the GOODS of the entire DELIVERY that is not delivered in due time as a result of the default. This shall not apply in the cases of item 11.5 of the IGTC.
- (7) The aforementioned exclusions and limitations of liability shall apply, to the same extent, for bodies and all employees as well as performing agents of c-LEcta and their subcontractors and CMOs.

§ 12 Advertising Materials, Price Lists

- (1) c-LEcta shall reserve the right to make changes to their advertising materials and price lists. c-LEcta shall not be obliged to notify the PURCHASER of any changes in that regard. c-LEcta shall not assume any liability for printing errors.
- (2) All cost estimates, quotations, drawings and records provided by c-LEcta shall be owned by c-LEcta and shall be subject to c-LEcta's copyright. The PURCHASER shall not be permitted to make them available to third parties.
- (3) The PURCHASER shall be permitted to announce the business relationships existing with c-LEcta in publications or for advertising purposes only with the express prior WRITTEN consent by c-LEcta.
- (4) Unless otherwise agreed in a non-disclosure agreement, c-LEcta shall be permitted to indicate the logo and name of the PURCHASER on the internet, in brochures and flyers during a period of 5 years after the last DELIVERY; the PURCHASER's consent shall be deemed to be granted upon the conclusion of the contract. This consent may be revoked at any time.

§ 13 Data Protection

c-LEcta shall collect and process the personal data required for the performance of the relevant contract with due regard to the statutory provisions. The PURCHASER may retrieve information on data

protection from <https://www.c-lecta.com/privacy-policy/>.

§ 14 Hazard Warnings, Exclusion of Liability in the Case of incorrect Use

- (1) c-LEcta hereby expressly indicates that all GOODS are intended exclusively for laboratory, research and industrial applications unless deviating information has been given in the specifications of the GOODS. c-LEcta delivers GOODS exclusively to relevant public research and educational institutions, business enterprises or industrial customers.
- (2) Passing the GOODS delivered by c-LEcta on to private individuals or non-authorised or-qualified persons shall be excluded. c-LEcta hereby expressly indicates that a missing hazard identification does not mean that the relevant GOODS are free of hazard. If relevant national or international laws and regulations apply to the handling of certain GOODS, including DELIVERY, storage, combining, mixing and processing or trade, the PURCHASER shall comply with these laws and regulations.
- (3) The PURCHASER hereby warrants and undertakes to use the GOODS exclusively in accordance with the laws, approvals, rules, provisions and requirements applicable to the relevant application ("PERMITTED USE"). The PURCHASER shall indemnify c-LEcta and hold c-LEcta harmless against any loss, damage, liability, punishment, costs and expenses (including reasonable attorney fees and expenses), including any losses in connection with lawsuits, investigations, claims or receivables on the part of third parties that result for c-LEcta from the use of GOODS by the PURCHASER or by third parties authorised by the PURCHASER beyond the PERMITTED USE or from intentional or grossly negligent behaviour by the PURCHASER.
- (4) The liability of c-LEcta, except for the limitations arising from item 11.4 of the IGTC, shall be excluded if personal or material damage occurs as a result of inappropriate storage or handling or in the case of the use of the delivered GOODS in households or in relation to humans and animals.
- (5) The PURCHASER shall be obliged to indemnify c-LEcta against all claims by third parties that are based on any unlawful or incorrect use of the GOODS or any use without the necessary approvals by authorities or any use infringing the provisions of these IGTC or that results from any inappropriate use including the use beyond the PERMITTED USE. The obligation to indemnify shall also include costs of legal defence (e.g. court and attorney fees).

§ 15 Place of DELIVERY / Place of Jurisdiction / Applicable Law

- (1) The place of DELIVERY with regard to all contractual and extra-contractual duties shall be Leipzig, Germany, except when c-LEcta should have assumed the

transport, or when the parties have agreed upon otherwise.

- (2) Regarding all disputes that may not be amicably settled within 15 days, a final decision shall be made in accordance with the Rules of Arbitration of the International Chamber of Commerce (ICC) by a sole arbitrator appointed in accordance with these Rules. In accordance with Article 30, section 2, lit. b) of the Rules of Arbitration of the International Chamber of Commerce, the parties shall agree upon the application of the regulations for the expedited procedure irrespective of the amount in dispute. The arbitral tribunal shall consist of one arbitrator. The seat or place of jurisdiction of the arbitral tribunal shall be Geneva, Switzerland. The language of the arbitration proceedings shall be English. None of the parties shall be permitted to bring a case or an action against the respective other party before a national court, except that a Party may submit the case to a national court in order to adopt preliminary or conservational measures at a time before the file is submitted to the arbitral tribunal. The administration office of the International Court of Arbitration of the ICC must be notified of this without delay. Neither any contracting party nor the arbitrator may disclose the existence, content or results of any arbitration proceedings or the arbitrator's award without the prior written consent of both contracting parties, except to the extent necessary for either party in order to meet a statutory obligation, to protect or pursue a right, to enforce or avoid an arbitrator's award or if this necessary or prescribed by law for preparing or bringing an action or defence in arbitration proceedings. The arbitrator's award shall be final, binding and immediately enforceable.
- (3) To all legal relationships between c-LEcta and the PURCHASER involving purchase contracts and contracts for the supply of GOODS to be produced according to UN Convention on Contracts for the International Sale of Goods (CISG) the CISG with the deviations set out in these IGTC or in the relevant contract shall apply. If the CISG, the contract or the IGTC do not include any regulation, the Swiss law shall apply additionally.
- (4) If the CISG does not apply to a particular contract, the Swiss law shall apply.
- (5) If mandatory provisions of law are required to apply in individual cases, the IGTC shall be construed in a way that the economic and legal purpose pursued with them will be safeguarded to the maximum possible extent.
- (3) If the meaning of any English term in these IGTC differs from the meaning of the corresponding term contained in the CISG, the meaning of the relevant term contained in the CISG shall prevail.
- (4) If Swiss law applies the meaning of the relevant Swiss law term shall be authoritative, in particular terms written in German and printed in italics (and not the English terms that they refer to).
- (5) If a provision of the relevant contract including these IGTC should be or become invalid, the validity of the other provisions of the relevant contract including these IGTC shall remain unaffected thereby. The same shall apply to any regulatory gap in the contract. The parties shall replace the invalid provision/gaps by valid provisions the legal and economical content of which corresponds to the invalid provisions and overall purpose of the contract. If any provision is invalid due to an amount of the performance or time (period or date) determined therein, that provision shall be agreed upon with a legally permitted amount that comes closest to the original amount.
- (6) c-LEcta shall be entitled to include in their quotations supplementary terms and conditions for the delivery of certain goods that shall apply in addition to these IGTC.

§ 16 Other Provisions

- (1) Any changes and amendments to the relevant contract – and also these IGTC – shall be made in writing.
- (2) The contract language shall be English, unless otherwise agreed.