

General Terms and Conditions for Sales (GTC) of Greiner Bio-One GmbH (GBO)

Valid with effect from December 1st, 2018

1. General

- 1.1 With regard to all business relations of GBO pertaining to the supply of goods or services (both hereinafter referred to as "Deliverables") by GBO, the present GTC shall exclusively apply. Any differing terms shall be invalid, even if the same have not been expressly contradicted. Deviations from these GTC intended by the Client shall only be valid when acknowledged in writing by GBO.
- 1.2 All general offers (such as price lists) of GBO shall be subject to confirmation and shall not place GBO under any delivery obligation. Any contract subject to these GTC shall only become effective upon written confirmation from GBO or order execution.
- 1.3 Any agreements shall only become binding upon GBO once they have been concluded in writing. E-mails shall also be deemed to fulfil the written-form requirement.
- 1.4 All prices and charges, unless otherwise agreed, shall be understood as net prices exclusive of value added tax and other taxes as well as exclusive of any packaging supplement, transport costs, supplement for reduced quantities and any processing charges arising.
- 1.5 Machines, plant and tools, as well as manufacturing resources, are the property of GBO, even if the Client shall have made a cost contribution thereto and the proposals and designs with regard to the item to be manufactured originate from the Client.
- 1.6 Instructions given by GBO in brochures, instructions for use, and other product information, must be strictly observed. An express warning is given against use or handling of the Deliverables outside the scope of use as defined. The Client shall be under a duty to adhere strictly to the content of the documents provided to it and may not amend the same. Insofar as a contractual territory is agreed, the Deliverables may only be used within such territory. The Client shall ensure that all further purchasers (customers) or users are adequately informed. GBO shall not be responsible and shall assume no liability in respect of any incorrect and/or inadequate information contained in technical documents, product descriptions, sales brochures, application descriptions or other documents prepared by the Client and which are in any manner whatsoever handed or otherwise made available to the customer or user. The same shall also apply if GBO shall have authorized or given its consent to such documents, since such authorization or consent shall be limited merely to the layout and to the observance of corporate identity and shall not pertain to content.

2. Terms of delivery

- 2.1 As a general rule, the following Incoterms clauses (Incoterms 2010) shall apply to deliveries:

Collection:	FCA Kremsmünster
Truck:	DAP + contractually agreed destination
Air/sea freight:	CFR + contractually agreed destination
Deliveries within Austria:	FCA + contractually agreed destination. From an order value of EUR 150.00, GBO shall deliver within Austria DAP + contractually agreed destination.

With regard to series right transactions, a written agreement must always be concluded between GBO and the Client with regard to the Incoterms clauses to be applied.

Irrespective of the agreed Incoterms clauses, unless otherwise expressly agreed in writing, the respective transport costs shall be charged to the Client, whereby GBO reserves the right to select the freight forwarder. The Client shall be responsible for the costs of customs clearance for imports as well as any formalities and the costs thereof (such as product registration, operating licences) and/or import duties arising. GBO shall assume costs of export customs clearance.

- 2.2 On packaging grounds, GBO may deliver up to 2% (two per cent) less or more of the respective quantity ordered without being in breach of contract. In such event, the quantity actually delivered shall be charged.
- 2.3 In the event that GBO does not deliver in time, the Client shall set a reasonable extension of time in writing. Only if such extension of time shall expire without effect the Client may terminate the contract which is subject to these GTC. The Client may only assert damages if delivery default is based on intent or gross negligence. If the Client is in default of acceptance on the due date, it must nevertheless pay the price. In such instances, GBO shall undertake storage at the risk and cost of the Client; at the request of the Client, GBO shall insure the Deliverable at the cost of the Client.
- 2.4 In the event that GBO shall for a temporary period or over the long term find it impossible to fulfil its duty of performance for reasons outside the control of GBO, in particular due to strikes, lock-out or industrial disputes, production stoppage at its facilities or at the facilities of suppliers or subcontractors, default of GBO's suppliers or subcontractors, governmental import or export restrictions or other sovereign measures not attributable to GBO (force majeure), then for the benefit of GBO, the delivery period shall be deemed as extended for the duration of such disruption. In the event that such disruption shall last for longer than 14 (fourteen) days, both parties shall be entitled to withdraw from the contract which is subject to these GTC. In such event, the Client shall not be entitled to claim damages.
- 2.5 GBO shall be entitled to make partial deliveries and render partial services at any time as far as the Client may be reasonably expected to accept the same.

3. Transfer of risk

The transfer of risk from GBO to the Client shall be based on the respectively-agreed Incoterms. The destruction of or damage to the Deliverables following transfer of risk to the Client shall not release the latter from the obligation to pay the purchase price. If dispatch is delayed due to fault on the part of the Client, then risk shall pass to the Client from the date of readiness for dispatch. Risk shall also pass to the Client if the Deliverables are made available to the Client and the Client unjustifiably does not accept the Deliverables.

4. Retention of title

- 4.1 GBO shall retain title to the Deliverable until full payment of invoice amounts (retention of title).
- 4.2 Until transfer of title, the Client shall hold the Deliverable in safekeeping on behalf of GBO. It shall store the Deliverable in a due and proper manner at its own expense and protect and insure the Deliverable against destruction and deterioration. In the event of payment default, GBO shall be entitled without setting a further extension of time to withdraw from any contract subject to these GTC and to claim return of the Deliverable as well as, if the Client fails to comply, to attend at the Client's places of storage or those of third parties in order to repossess the Deliverable.
- 4.3 The Client shall not be entitled to use or lend the Deliverable as collateral.
- 4.4 If the Deliverable to which title is held by GBO is mixed, combined or integrated with other items, the Client shall assign its rights of ownership or co-ownership in the new item to GBO and shall hold the item in safekeeping on behalf of GBO with due commercial care.

- 4.5 The Client may sell the Deliverable to which title is held by GBO only in the context of regular business transactions, and provided it is not in payment arrears. The Client hereby assigns to GBO its purchase-price claims against its customers arising from resale and shall enter the requisite endorsement of validity in its accounts or on its invoices and take all requisite steps to ensure that such assignment is legally valid.
- 4.6 Furthermore, in the event of assignment, GBO shall be entitled to notify the Client's end customer at any time. Consent to resale, processing or combining shall automatically lapse as soon as any insolvency proceedings are instituted in respect of the Client. GBO undertakes to release any collateral or any part thereof at the request of the Client if the realisable value of the collateral exceeds the value of the claims to which GBO is entitled. GBO shall select the collateral to be released.

5. Prices, payment terms and invoicing

- 5.1 The VAT reference of Greiner Bio-One GmbH is ATU 45835208. In the case of deliveries to other EU Member States, the Client shall be under a duty to immediately notify GBO of its VAT reference.
- 5.2 The prices of GBO shall be understood net excluding any taxes. Taxes, in particular value added tax, shall – where relevant – be added in accordance with statutory requirements and shall be borne by the Client, in addition to the packaging supplement, transport costs, any reduced-quantity supplement and any processing charges. The purchase price shall in principle be the price specified by GBO or, if the price has not been specified, the price stated in the current price lists of GBO, as valid at the time of order.
- 5.3 All taxes and tax debts accruing in connection with the contract subject to these GTC and which, according to the respectively-applicable statutory provisions, are not attributable to GBO, shall be borne by the Client. Any withholding tax payable by GBO shall in all instances be borne by the Client. If, however, a claim shall be made against GBO in respect of such taxes and tax debts, the Client shall indemnify GBO and hold GBO harmless in respect thereof.
- 5.4 The Client shall inform GBO immediately if, in the Client's country of residence, withholding tax shall be due in respect of the Deliverable. GBO shall upon receipt of such information immediately transmit to the Client all necessary documents as are required in order to obtain a tax reduction, tax exemption or applicability of a zero-tax rate in respect of the Deliverable. The Client shall be responsible for ensuring that the tax authority in the Client's country of residence shall receive all necessary information on a timely basis ensuring that no withholding tax or a reduced withholding tax is levied in respect of the Deliverable.
- 5.5 GBO shall be at free to transmit invoices either by post or electronically.
- 5.6 The Client shall be liable for all back tax payments arising as a result of incorrect information provided by the Client.
- 5.7 Within the framework of an ongoing business relationship, GBO reserves the right to raise the price of the Deliverable as is necessary based on general price changes outside GBO's control (such as exchange-rate fluctuations, currency regulations, customs changes, a significant rise in costs of materials and manufacture).
- 5.8 Invoice amounts shall be payable within 14 (fourteen) days following receipt of invoice by way of transfer to GBO's account, without deduction and with charges to be borne by the Client, unless payment terms have been separately agreed. It shall be possible for the contracting parties to agree that the Client shall open a letter of credit via a bank acceptable to GBO.
- 5.9 If the Client wishes to make cheque payment, this shall be agreed in advance with GBO.
- 5.10 All payments shall be made at the risk and at the cost of the Client. The Client shall be deemed to have met its payment obligation only when GBO shall have been credited payment on an irrevocable basis.
- 5.11 Retention or offsetting by the Client on the basis of any counterclaims whatsoever shall be precluded.
- 5.12 In the event of payment default and/or deterioration in the Client's credit standing, notwithstanding other, further rights of GBO, GBO shall be entitled, at its discretion, to: (i) end the contract or withhold further deliveries to the Client; (ii) shorten the Client's payment period; (iii) demand payment in advance; (iv) request security in the value of the delivery; or (v) charge default interest in the sum of 9% per annum provided it does not incur higher costs for obtaining credit. Furthermore, the defaulting Client shall bear all costs related to the issue of reminders, collection and disclosure in association with recovery of the outstanding invoice amounts.

6. Intellectual property

The Client notes that GBO enjoys legal protection in respect of the Deliverable. GBO reserves all rights, in particular rights of ownership, in respect of (i) the Deliverable including all improvements thereto; (ii) inventions; and (iii) pending patent applications. This includes all technological improvements, changes to structure or design of the Deliverable or components of the Deliverable. All contracts subject to these GTC shall not grant any licence to GBO's intellectual property. The Client shall not be entitled to incorporate trademarks of GBO into its (registered) corporate name.

7. **Warranty** Unless the parties have otherwise agreed, the Deliverable shall conform with a contract subject to these GTC if: (i) it is suitable for the purposes for which a Deliverable of the same type is usually used; (ii) it is suitable for a particular purpose of which GBO is expressly notified upon conclusion of contract and GBO has confirmed the same in writing; (iii) it possesses the features of an article which GBO or the Client have presented by way of sample or specimen.
- 7.2 GBO shall not be liable for the Deliverable being in breach of contract if, upon contractual conclusion, the Client was aware or should have been aware of such contractual breach.
- 7.3 The warranty period shall end upon the expiration date of the Deliverable (at the latest however after 24 months).
- 7.4 The Client shall immediately inspect the Deliverable or arrange for the same to be inspected. The Client shall lose the right to invoke a contractual breach in respect of the Deliverable if it fails to notify the same to GBO immediately following such time when it discovered the same or should have discovered the same, thereby precisely describing the nature of the contractual breach. In any event, the Client shall lose the right to invoke a contractual breach in respect of the Deliverable if it does not notify the same to GBO at the latest within 3 (three) months of actual handover of the Deliverable to the Client.
- 7.5 The Client shall, in the event of a contractual breach, set GBO a reasonable extension of time in order to fulfil its duties.
- 7.6 In the event that GBO is not willing or able to fulfil its duties, the Client may: (i) reduce the price in the same proportion as that by which the value of the Deliverable at the time of delivery compares with the value which the contractual Deliverable would have had at the same time; or (ii) withdraw from the contract subject to these GTC. If, however, GBO remedies a defect in fulfilment of its duties, or if the Client refuses to accept fulfilment by GBO, the Client may neither reduce the price nor withdraw from the contract which is subject to these GTC. Moreover, the Client shall lose the right to declare rescission of the contract subject to these GTC or to claim substitute delivery from GBO if it is unable to return the Deliverable in the same condition as that in which it was received by the Client.

8. Vigilance Reporting System for Distributors of Medical Devices (applicable only if the Client is also a GBO Dealer¹)

- 8.1 The Vigilance Reporting System for Distributors of Medical Devices aims at ensuring the protection of health and safety of patients and users.
- 8.2 In the event of an incident, the Client shall be under a duty to inform GBO immediately thereof. GBO shall be responsible for taking further action and, in the course thereof, is also under a duty to report the incident to the competent authorities in accordance with applicable regulations.
- 8.3 The Client shall comply with the instructions of GBO.
- 8.4 In the event of a notifiable incident concerning GBO products, the Client may only communicate with the competent authorities further to the prior written consent of GBO. In the event of direct contact with authorities, the Client shall keep GBO regularly informed in respect thereof.

9. Vigilance Recall System for Medical Devices (applicable only if the Client is also a GBO Dealer¹)

- 9.1 The Client is aware that GBO is under a duty to be able to trace back each individual Deliverable as far as the Client or user. The Client shall be under a duty to keep records which place GBO in a position to trace back each individual Deliverable sold to the Client. The Client shall be under a duty to retain such records for a period of 10 (ten) years, commencing upon the date of delivery to the customer. The Client must ensure a corresponding system at its own customers. The Client shall take all requisite steps and support GBO such that GBO shall be in a position to identify at all times the location of each individual Deliverable or the user of a Deliverable. Such obligation shall not be affected by any termination of the contractual relationship with the Client.
- 9.2 GBO shall initiate a product recall if a risk exists that the death, serious injury or damage to health of the user could result from use of the Deliverable.
- 9.3 The Client shall be responsible for informing its customers of relevant procedures concerning product recall as provided by GBO.
- 9.4 Receipt and understanding of the information provided must be confirmed by the customer via fax or e-mail to the Client within a period of 10 (ten) days, failing which the customer must be informed again by the Client.
- 9.5 The Client shall collect such confirmations and deliver the same to GBO.

10. Liability

- 10.1 GBO shall be liable for its own fault and for the fault of its vicarious agents. Liability based on minor negligence shall be precluded unless the related claims are mandatory claims arising from causation of death, physical injury and/or damage to health.
- 10.2 GBO's liability in relation to the Client in respect of all claims under any contract subject to these GTC, whatever the legal grounds therefor, shall be limited to the price or – in so far as this shall not be possible on the basis of statutory provisions – a maximum of the simple total of GBO's business liability insurance, whereby this shall not exceed EUR 2,000,000.00.
- 10.3 Under no circumstances shall GBO be liable (whether on the basis of contractual liability, liability in tort or other liability) for: (i) loss of profits; (ii) indirect losses or consequential losses, irrespective of whether or not the parties, upon conclusion of a contract subject to these GTC, considered such losses, and the same were incurred by the Client in connection with the said contract and/or fulfilment thereof.
- 10.4 In so far as production of the Deliverables takes place in accordance with specifications, drawings, specimens or other documents of the customer which infringe rights, in particular intellectual property rights of third parties, the customer shall indemnify GBO and its representatives in full and hold the same fully harmless. At the request of GBO, the Client shall make advance payments in respect of anticipated costs of investigation and proceedings.

11. Confidentiality

- 11.1 All information disclosed by GBO within the framework of a contract subject to these GTC shall be deemed confidential unless, at the time of disclosure, it is expressly identified as non-confidential or, by its essence, is clearly non-confidential. All rights in the confidential information shall be reserved to GBO and title thereto shall continue to be held by GBO.
- 11.2 No part of the present GTC or of the contract concluded between GBO and the Client should be construed to mean that, through the transfer of ownership from GBO to the Client, any rights whatsoever in respect of confidential information are granted or transferred.
- 11.3 No confidential information may be disclosed to third parties without the prior written consent of GBO.
- 11.4 Publications of the Client in respect of or in connection with Deliverables of GBO shall require the written consent of GBO.
- 11.5 The duty of confidentiality shall remain operative following the termination or expiry of a contract subject to these GTC.

12. COMPLIANCE (applicable only if the Client is also a GBO Dealer¹)

The Client undertakes at all times during the contractual relationship with GBO to observe the Greiner Code of Conduct for Suppliers and Business Partners https://www.gbo.com/fileadmin/user_upload/Downloads/Others/20180205_Code_of_Conduct_for_suppliers_and_business_partners_EN.pdf, as amended, plus all applicable laws and provisions, in particular the US Foreign Corrupt Practices Act of 1977 (as amended), as well as the respectively-applicable anti-trust, competition and anti-corruption law. Neither the Client, nor those persons acting in its name, in particular executives, employees or representatives, shall make or offer inadmissible payments or gifts in either direct or indirect form to third parties, including their employees or executives, or to public officials, representatives of a governmental agency or authority or those of a political party or a candidate of the latter. The Client undertakes that its own vicarious agents/partners shall observe at least comparable principles to those of the Greiner Code of Conduct. GBO reserves the right to audit the Client at any time during business hours further to prior written notice to verify adherence to the terms of the said Code of Conduct and all applicable laws and rules. In the event of non-compliance, GBO reserves the right to terminate the contract subject to these GTC at any time and with immediate effect through written notification to the Client.

13. Miscellaneous

- 13.1 GBO, as well as all companies with which GBO is directly or indirectly associated by way of a holding constituting at least 50%, shall be entitled to undertake offsetting in respect of claims which may or may not be due and payable, including future claims, held by GBO against the Client or held by the Client against GBO.
- 13.2 Nothing in the contract subject to these GTC shall establish a partnership, company or joint venture of any type whatsoever between the parties; likewise, neither party shall be

- entitled to act as representative of the respective other party for any purpose whatsoever and/or to commit the respective other party or to give undertakings on behalf of the other party. In the event of contractual termination, the Client shall not be entitled to any remuneration for its activity, and it shall in particular be entitled neither to indemnification nor to remuneration of costs of market development or amortised or non-amortised investments.
- 13.3 In the event that any clause of these GTC should be invalid or inoperable, this shall not affect the validity of the remaining terms hereof. In so far as required, such clause shall be immediately replaced by a clause as shall come as close as possible in economic intent to the invalid clause which it replaces.
- 13.4 These GTC and all contracts subsequently concluded between GBO and the Client shall be subject exclusively to Austrian law. The application of conflict-of-law rules (such as the Austrian Act on Private International Law (*Internationales Privatrechtsgesetz*, IPRG)), UN law on the international sale of goods and comparable international agreements is excluded.
- 13.5 Exclusive place of jurisdiction for GBO and the Client is agreed as the court in Steyr, Austria, having subject-matter competence. GBO shall also have the right to institute legal proceedings before a court having competence with regard to the Client.
- 13.6 The Client shall not pass on to third parties its access data relating to GBO web portals. In the event of departure of an employee from the Client, GBO shall be immediately notified, and the said employee's access data must be immediately amended. The Client shall change its passwords at regular intervals.
- 13.7 With regard to the handling of personal data, GBO refers to its Data Privacy Statement at https://www.gbo.com/en_AT/datenschutz.html.

¹Dealer shall be a deemed natural person or legal entity engaged in the resale of products to third parties, in particular end customers, in its own name and for its own account.