

## General Sales Conditions of Greiner Bio-One International GmbH

### 1<sup>st</sup> January 2016

#### 1. General

- 1.1 These General Sales Conditions apply to all business to be concluded in future by Greiner Bio-One International GmbH with its Client. Any conditions, especially general terms and conditions of the Client, suggesting otherwise are ineffective, even if they have not been explicitly contradicted. Any deviations from these General Sales Conditions foreseen by the Client are only effective if Greiner Bio-One International GmbH has acknowledged them in writing.
- 1.2 Quotations are subject to change and valid for a maximum of 4 (four) weeks from the date of issue. A Contract is only concluded with the prior express written confirmation by Greiner Bio-One International GmbH or through execution of the order. The provision of Greiner Bio-One International GmbH's price list is not to be regarded as a quotation. Greiner Bio-One International GmbH is not obliged to deliver detailed orders on the basis of general offers, circular letters or price lists.
- 1.3 All prices and fees are quoted, unless individually otherwise agreed in written form, ex works AT-4550 Kremsmünster.
- 1.4 Agreements made face-to-face or via telephone, and agreements made with Greiner Bio-One International GmbH's representatives face-to-face or in writing only become binding for Greiner Bio-One International GmbH, when it has been confirmed to them in writing.
- 1.5 Moulds, tools and fittings are Greiner Bio-One International GmbH's property, even if a contribution to the costs of a mould has been made by, and the proposals and designs for the product to be manufactured have been originated by, the Client.
- 1.6 In order to avoid possible damage, the instructions in brochures, user manuals or other product information sheets supplied by Greiner Bio-One International GmbH must be strictly adhered to. Warning is expressly given against any use or treatment of the goods going outside the fields of application that have been defined. Warning is also expressly given against any use of the goods outside the contracted territory. It must be ensured that each following Client or user is in possession of sufficient information. The Client acknowledges and agrees that Greiner Bio-One International GmbH is not responsible and disclaims any liability for any wrong, untrue or insufficient information contained in technical materials, product specifications, sales prospectus, user manuals or any other material produced by the Client and handed over or made available somehow or other to the Client or user even if Greiner Bio-One International GmbH previously authorized or consented to such materials, since such authorization and consent is limited to the layout (of the goods) and the maintenance of the corporate identity but does not include the content of such materials, which may diverge from materials provided to the Client only due to local market conditions. Client is obliged to strictly adhere to and may not alter, modify or change the content of the materials provided by Greiner Bio-One International GmbH.
- 1.7 Client is aware of the fact that Greiner Bio-One International GmbH is obliged to trace back each individual item to the Client and/or end user according to Greiner Bio-One International GmbH's Good Manufacturing Practice (GMP). Client is obliged to keep records in order to enable the Greiner Bio-One International GmbH to trace back each individual item sold to the Client. Client has to keep such records for a minimum period of ten (10) years commencing on the date of delivery to the Client. Client shall implement a

corresponding system of records with its Client. The Client has to take all necessary steps to assist Greiner Bio-One International GmbH so that Greiner Bio-One International GmbH is in the position to find out each individual items current location or to identify each individual user having used each individual item at any time. This obligation survives any termination of any understanding or Contract entered into between Greiner Bio-One International GmbH and the Client.

#### 2. Conditions of delivery

- 2.1 Delivery is performed using following Incoterm (Incoterms 2010):
 

Collection:	FCA Kremsmünster
Truck:	DAP + contractually agreed destination
Air/Sea-freight:	CFR + contractually agreed destination (air + sea)
within Austria:	FCA + contractually agreed destination

With an order value of more than € 150,-- Greiner Bio-One International GmbH will deliver DAP + contractually agreed destination.

However costs of carriage will be charged to Client - unless otherwise agreed in written form - whereas Greiner Bio-One International GmbH will select the forwarder. In addition, the Client shall be responsible for transport costs, custom and import clearance and formalities, and/or any import duties. Costs for custom declaration and export clearance will be borne by Greiner Bio-One International GmbH.
- 2.2 Where delivery of the goods is to be made by Greiner Bio-One International GmbH in bulk, Greiner Bio-One International GmbH reserves the right to deliver up to 2 % less than the quantity ordered without any adjustment in the price, and the quantity so delivered shall be deemed to be in the quantity ordered.
- 2.3 If for any reason whatever Greiner Bio-One International GmbH fails to effect delivery on time, the Client shall be entitled by notice in writing to Greiner Bio-One International GmbH to fix a reasonable deadline only after the expiry of which the Client shall be entitled to terminate the Contract. Delays may only be claimed for by the Client if the delay in delivery is caused by intention or gross negligence. If the Client fails to accept delivery on due date, he shall nevertheless pay the price as if the goods had been delivered. Greiner Bio-One International GmbH shall arrange for the storage of the goods at the risk and cost of the Client; if required by the Client, Greiner Bio-One International GmbH shall insure the goods at the cost of the Client.
- 2.4 Should it be entirely or temporarily impossible for Greiner Bio-One International GmbH to render its performance because of circumstances or events beyond Greiner Bio-One International GmbH's reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes, disruption of production at its works or the works of its raw material suppliers, default of Greiner Bio-One International GmbH's suppliers or sub-contractors, state import or export restrictions or other official actions not attributable to Greiner Bio-One International GmbH (force majeure), the period allowed for delivery shall be extended for the duration of the said interference. Should such delay in the performance of the Contract last longer than 14 (fourteen) days, both parties are entitled to withdraw from the Contract.

### 3. Passing of Risk

3.1 Loss of, or damage to the goods after the risk has passed to the Client does not discharge him from his obligation to pay the price. If the Contract of sale involves carriage of the goods, the risk passes to the Client when the goods are handed over to the first carrier for transmission to the Client in accordance with the Contract of sale. If the carriage of goods is delayed due to fault on Client's part, then the risk passes to the Client as from the day the goods were ready to be dispatched. If the Contract of sale does not involve carriage of the goods the risk passes to the Client when he takes possession of the goods or, if he does not do so in due time, at the time when the goods are placed at his disposal and he commits a breach of Contract by failing to accept the consignment.

### 4. Retention of title

4.1 Greiner Bio-One International GmbH reserves full rights of ownership for all goods delivered until the amounts invoiced have been paid in full. This applies even if the purchase price for some of the Client's designated deliveries of goods has been paid, because the retention of title acts as security for the settlement of the whole amount outstanding.

4.2 If goods still owned by Greiner Bio-One International GmbH are mixed or merged or incorporated with other goods, then the Client is hereby assigning its rights of ownership or joint ownership in the new goods to Greiner Bio-One International GmbH, and must keep them safe, and treat them with due commercial care, on Greiner Bio-One International GmbH's behalf. The Client may only dispose of goods still owned by Greiner Bio-One International GmbH in the course of normal commercial dealings if it is not in arrears with its payments to Greiner Bio-One International GmbH. Client is thereby assigning its sales price claims onto its Clients from the further sale of the goods to Greiner Bio-One International GmbH, and will make the necessary notes for this to be effective in its accounts or on its invoices and take all steps required by the applicable law to make such assignment effective.

4.3 Furthermore, in the event of an assignment claim, Greiner Bio-One International GmbH is entitled at any time to come to an understanding with the Clients. Greiner Bio-One International GmbH's consent to any further disposal, processing or incorporation comes to an end immediately and absolutely, as soon as any proceedings for insolvency are opened on the Client's assets. Greiner Bio-One International GmbH shall on demand of the Client release any part of the collateral if the value of the collateral held in favour of Greiner Bio-One International GmbH exceeds the value of the claims being secured. It is Greiner Bio-One International GmbH's decision to release those parts of the collateral suitable for him.

### 5. Payment terms

5.1 The prices of Greiner Bio-One International GmbH are net without any applicable taxes. Taxes especially VAT will be – if applicable – added in accordance with the legal requirements and shall be borne by the Client. The price of the goods shall be the Greiner Bio-One International GmbH's quoted price or, where no price has been quoted, the price listed in Greiner Bio-One International GmbH's published price list current at the date of acceptance of the order. The value added tax (VAT) identification number of Greiner Bio-One International GmbH is ATU 22416507. The Client is responsible for the correct application of the VAT legislation provisions concerning the particular delivery process, or for any, resulting from incorrect information on the part of the Client revenue tax back payments in the course of financial audits.

5.2 Greiner Bio-One International GmbH reserves the right, by giving notice to the Client at any time before delivery, to increase the price of the goods to reflect increase in the cost to Greiner Bio-One International GmbH which is due to any factor beyond the control of Greiner Bio-One International GmbH (such as foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of materials or other costs of manufacture).

5.3 The Payment shall be made in accordance with the payment terms agreed upon separately. Insofar as such special payment is not available, the invoice amount is payable within 14 (fourteen) days after the invoice date without any deduction and shall be paid free of postage and charges.

5.4 Payment shall only be effected by bank transfer to the bank account designated by Greiner Bio-One International GmbH. No cheque or bill of exchange will be considered as fulfilment of the payment obligation. It may be agreed between the parties that the Client has to deliver a letter of credit issued by any bank acceptable to Greiner Bio-One International GmbH. Any payments shall be at Client's sole risk and cost. Client has only fulfilled its payment obligation when Greiner Bio-One International GmbH is in receipt of the payment. Place of performance is Kremsmünster, Austria.

5.5 The retention of payments by Client or setting them off against counter claims of whatever kind is not permissible under any circumstances.

5.6 In the case of a Client falling behind in payment, Greiner Bio-One International GmbH without prejudice to any other right or remedy available to Greiner Bio-One International GmbH shall, at his discretion be entitled to: (i) cancel the Contract or suspend any further deliveries to the Client; or (ii) charge the Client interest on arrears at the level of 12 % per annum, unless higher costs of procuring credit arise. Furthermore, the defaulting Client shall bear all costs arising in connection with the recovery of the invoiced sums outstanding, namely costs of reminders and seeking information, and collection expenses.

5.7 In the case of ordinary termination of the Contract (not in case of extraordinary termination due to e.g. fault of the Client) entered into between Greiner Bio-One International GmbH and the Client, Greiner Bio-One International GmbH agrees to supply Client the goods for the termination (notice) period granted and/or provided for in the Contract so terminated, delivered and priced on the same conditions as during the term of the Contract, ONLY ON ADVANCE PAYMENTS AND ONLY IF ALL ARREARS of the Client have been paid to Greiner Bio-One International GmbH in full and/or any other claims have been settled with the Greiner Bio-One International GmbH. Client acknowledges and agrees that it will not be supplied with any goods if Client is not in full compliance with this obligation. Client thereby waives any claims of damages if Greiner Bio-One International GmbH does not supply Client with goods according to this provision.

### 6. Warranty

6.1 Greiner Bio-One International GmbH must deliver goods which are of the quantity, quality and description required by the Contract and which are contained or packaged in the manner required by the Contract.

6.2 Except where Greiner Bio-One International GmbH and the Client have agreed otherwise, the goods do not conform with the Contract unless they; (i) are fit for the purposes for which goods of the same description would normally be used; (ii) are fit for any particular purpose expressly made known to the Greiner Bio-One International GmbH at the time of the conclusion of the Contract and have been

agreed by Greiner Bio-One International GmbH in writing; (iii) possess the quality which the Greiner Bio-One International GmbH has provided to the Client as a sample or model; (iv) are contained or packaged in the manner usual for such goods or, where there is no such manner, in a manner adequate to preserve and protect the goods.

6.3 Greiner Bio-One International GmbH is not liable for any lack of conformity of the goods, if at the time of the conclusion of the Contract the Client knew or could not have been unaware of such lack of conformity.

6.4 The Client must examine the goods after delivery, or arrange for them to be examined without delay. The Client loses the right to rely on a lack of conformity of the goods, if the Client does not give notice to Greiner Bio-One International GmbH specifying the nature of the lack of conformity without delay after the Client has discovered it or ought to have discovered it. In any event, the Client loses the right to rely on a lack of conformity of the goods if the Client does not display it to Greiner Bio-One International GmbH within a period of 6 (six) months from the date on which the goods were actually handed over to the Client.

6.5 If the goods do not conform to the Contract, the Client may require delivery of substitute goods only if the lack of conformity constitutes a fundamental breach of the Contract and the request for replacement, together with a display according to item 6.4.

6.6 The Client shall fix an additional grace period of reasonable length for performance by Greiner Bio-One International GmbH of its obligations.

6.7 If Greiner Bio-One International GmbH is neither ready, nor able to perform its obligations after the reasonable grace period, the Client may

(i) reduce the price in the same proportion as the value that the goods actually delivered had at the time of the delivery, to the value that conforming goods would have had at that time; (ii) or cancel the Contract. However, if Greiner Bio-One International GmbH remedies any failure to perform its obligations, or if the Client refuses to accept performance by Greiner Bio-One International GmbH the Client may not reduce the price or cancel the Contract. The Client loses the right to declare the Contract void or to require Greiner Bio-One International GmbH to deliver substitute goods if it is impossible for the Client to make restitution of the goods substantially in the condition in which Client received them.

## **7. Vigilance Reporting System for Distributors of Medical Devices (applicable only if Client is Greiner Bio-One International GmbH Dealer)**

Dealer means a natural or legal person who resells products to third parties, in particular to end customers.

7.1 The Vigilance and Reporting System for Medical Products aims to improve representation or warranty relating to the protection of health and safety of patients or users.

7.2 Dealer is obliged in the event of an incident to forward information to Greiner Bio-One International GmbH immediately. Greiner Bio-One International GmbH is obliged for further procedure and as result to this Greiner Bio-One International GmbH is obliged to communicate with the competent authorities according to valid procedures.

7.3 Dealer has to follow the instructions given by Greiner Bio-One International GmbH.

7.4 Dealer will only communicate with the competent authority when he is asked by Greiner Bio-One International GmbH to do so. Dealer will keep Greiner Bio-One International GmbH updated in case of direct communication with the competent authority.

## **8. Vigilance Recall System for Medical Devices**

8.1 Greiner Bio-One International GmbH will initiate a Product Recall when there is a risk of death or serious injury to the state of health of the user resulting due to the use of the Products.

8.2 Dealer is responsible to inform the Client about relevant operations regarding to the Product Recall, provided by Greiner Bio-One International GmbH.

8.3 The receipt and understanding of the information provided by Greiner Bio-One International GmbH has to be confirmed by the Client via Fax or E-Mail to the Distributor within 10 (ten) calendar years. Otherwise the Client has to be informed again.

8.4 Dealer shall collect these confirmations and hand them over to Greiner Bio-One International GmbH.

## **9. Liability**

9.1 Greiner Bio-One International GmbH is liable for its own fault and for that of other parties employed in performing Greiner Bio-One International GmbH's obligations, but not in case of minor slight negligence.

Greiner Bio-One International GmbH shall not be liable, in Contract, tort (including negligence) or for breach of statutory duty or in any other way for (i) any economic loss, loss arising from or in connection with loss of revenues, profits, Contracts or business or failure to realize anticipated savings; (ii) any loss of goodwill or reputation; (iii) any indirect or consequential losses, in any case whether or not such losses were within the contemplation of the parties at the date of this Contract, suffered or incurred by the Purchasers arising out of or in connection with the goods supplied, or any other matter under this Contract.

9.2 Insofar as production of articles is based on drawings, samples or documents of Clients who engage third parties in industrial property rights, the Client shall indemnify and hold harmless Greiner Bio-One International GmbH.

## **10. Confidentiality**

10.1 All information disclosed under the Contract, whether disclosed in writing, orally or visually, shall be deemed to be confidential and proprietary unless specifically designated as non-confidential at the time of disclosure or by nature obviously is non-confidential, e.g.:

- i) information that was already known to the receiving party before it was first communicated by the disclosing party without confidentiality obligation;
- ii) information that was in the public domain at the time it was disclosed or which came into the public domain subsequent to such disclosure without this being the result of an infringement of any confidentiality obligation incumbent on the receiving party or on a third party;
- iii) information that one party received in good faith from a third party who itself has no confidentiality obligation towards the disclosing party in relation to such information; or
- iv) Information that is required to be disclosed pursuant to applicable law or court order.

The receiving party can freely use, have used or disclose to others such non-confidential information, provided however, nothing contained in this clause shall be deemed to grant any license or any intellectual property right. Nothing contained in the Contract shall be construed as granting or conferring rights from Greiner Bio-One International GmbH to the Client by transfer of property, licence, patent or otherwise in any Confidential Information. All rights in the Confidential Information are reserved by Greiner Bio-One International GmbH and shall remain its property (including

copies made by the Supplier) and no rights or obligations other than those expressly stated in the Contract are granted or to be implied from the Contract.

No disclosure of any such information shall be made to third parties without the prior written consent of the concerned. Affiliates shall not be deemed third parties for the purpose of this sub-section.

Publications of the Client relating to or in connection with Greiner Bio-One International GmbH's products shall require the written consent of Greiner Bio-One International GmbH.

Without prejudice to the forgoing, Greiner Bio-One International GmbH shall be entitled to provide Specifications to third parties being engaged by Greiner Bio-One International GmbH in order to realize, manufacture and/or produce products relying on such information. Moreover, Greiner Bio-One International GmbH is entitled to disclose selected provisions of the Contract to third parties, as long as the identity of the Client is not revealed.

Such obligation shall remain valid for a period of 5 (five) years following the termination or expiration of the Agreement.

#### **11. Compliance (applicable only if Client is Greiner Bio-One International GmbH Dealer)**

Dealer means a natural or legal person who resells products to third parties, in particular to end customers.

11.1 The Dealer understands and acknowledges that the Dealer's activities are governed not only by the local laws in the jurisdiction of the Dealer but also by the laws of other countries and organizations. The Dealer further acknowledges that Greiner Bio-One International GmbH has established a strict Code of Conduct and that the Dealer's continuous and strict adherence to all laws and regulations and this Code of Conduct is a precondition for Greiner Bio-One International GmbH to Contract and continue to do business with the Dealer. The Dealer undertakes to strictly comply at all times during this Contract with the Greiner Code of Conduct, [https://www.gbo.com/fileadmin/user\\_upload/Downloads/General\\_Terms\\_\\_\\_Conditions/2015028\\_Verhaltenskodex\\_EN\\_Web.pdf](https://www.gbo.com/fileadmin/user_upload/Downloads/General_Terms___Conditions/2015028_Verhaltenskodex_EN_Web.pdf) in its most current version, and all applicable laws and regulations, especially the U.S. Foreign Corrupt Practices Act of 1977 (as amended), local antitrust, anti-corruption and anti-bribery including anti-commercial bribery laws and regulations.

Neither the Dealer, nor any of its directors, officers, employees, or agents will make or offer to make any payment or gift directly or indirectly to any third party, including any employee, officer or representative of any governmental entity or authority or to any political party or candidate.

The Dealer agrees to maintain proper records regarding his/her activities for Greiner Bio-One International GmbH in writing. On demand, the Dealer will forward the proper records to Greiner Bio-One International GmbH and will support Greiner Bio-One International GmbH in case of any questions or demands in this respect. Greiner Bio-One International GmbH reserves the right to audit Dealer during business hours upon prior written notice with regard to compliance with the terms of this Contract and all applicable laws and regulations including the Greiner Code of Conduct.

#### **12. General Provision**

12.1 Greiner Bio-One International GmbH, and all companies in which it has directly or indirectly a shareholding of at least 50 %, are entitled to offset with and against claims which may or may not be due and payable, including future claims, that Greiner Bio-One International GmbH has against the Client and/or that the Client has against the Greiner Bio-One International GmbH. If, after a Contract has been concluded, Greiner Bio-One International GmbH becomes aware that the Client's financial situation has deteriorated or that insolvency proceedings have been commenced, such that the orderly fulfilment of the Contract is not guaranteed, Greiner Bio-One International GmbH can demand payment in advance or financial security against the delivery. If the Client does not comply with this demand, then Greiner Bio-One International GmbH is entitled to terminate the Contract with immediate effect.

12.2 If individual provisions of the Contract are or become invalid, this shall not affect the validity of the remaining provisions. In such a case, the Parties undertake to replace the invalid provision by a valid provision coming as close as possible to the economic purpose and intent of the invalid provision.

12.3 Amendments or additions to the Contract shall be made in writing. This requirement for the written form may, in turn, be waived only by written agreement. There are and shall be no oral supplements to the Contract.

12.4 No right or license is granted by Greiner Bio-One International GmbH hereunder, except as expressly stated in the Contract, to use or practice any patent rights of Greiner Bio-One International GmbH, or to use the name, trademarks or trade names of Greiner Bio-One International GmbH. Nothing shall be construed as conferring any right on the Client to use or exploit any trade secret or other proprietary right of Greiner Bio-One International GmbH, except as expressly set forth in the Contract or as may be otherwise separately agreed in writing by the Parties.

12.5 The place of exclusive jurisdiction agreed for both parties is the relevant competent court in Steyr, Austria. Greiner Bio-One International GmbH shall have the right to bring a claim before a court at the Client's principal place of business or at Greiner Bio-One International GmbH's discretion before any other court being competent according to any national or international law.

12.6 These General Sales Conditions and all Contracts subsequently entered into between Greiner Bio-One International GmbH and the Client shall be governed by and construed in accordance with Austrian law. The application of the United Nations Convention and Contracts for the International Sale of Goods and comparable international agreements is expressly excluded.

12.7 These General Sales Conditions apply to all business to be concluded in future by Greiner Bio-One International GmbH with its Client unless contractually regulated. Client confirms when entering into business with Greiner Bio-One International GmbH not to transmit any of its accessible data to third parties. Should any of the Client's employees change through service release, Greiner Bio-One International GmbH is to be immediately informed so that these employees no longer have access to Greiner Bio-One International GmbH's data. Clients are also responsible to change its data access passwords at regular intervals.