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 of delivery and payment in the order, even if not expressly contradicted. Deviations from these GTC intended by the Client shall only be valid when acknowledged in writing by GBO. These GTC explicitly apply for any purchase orders placed by the Client based on these GTC ("Purchase Orders"), contracts with the Client, and all transactions between the Client and GBO entered into in the future, even if these GTC are not referred to separately on a case-by-case basis.

1.2 All general sale offers (including price lists) by GBO are deemed an invitation to the Client to place a Purchase Order and shall be subject to confirmation by GBO in order to be binding. GBO is entitled at any time to make reservations or changes to third parties in order to manufacture the Deliverables. Purchase orders and contracts with Client subject to these GTC shall become effective upon written confirmation or upon delivery of the Deliverables by GBO.

1.3 Any agreements shall only become binding upon GBO once they have been concluded in writing. E-mails shall also be deemed to fulfill the written-form requirement.

1.4 Machinery, equipment and tools, as well as manufacturing resources, are the property of GBO if the Client has not paid the purchase price for the goods or if the Client has not made a contribution to the contract price and to the design and drawings and designs regarding the Deliverables to be manufactured originate from the Client.

1.5 Instructions in brochures, instructions for use, user manuals, and other product information pertaining to GBO ("Instructions") must be strictly followed. The instructions for use define a field of application for the Deliverables ("Intended Use"). Without prior written consent of GBO, the Deliverables must not be used and/or handled outside the Intended Use and/or other Instructions. Furthermore, the Deliverables must not be combined with other products and/or substances. GBO hereby expressly warns against the use and/or handling of the Deliverables and/or combination of the products and/or substances without prior written consent of GBO. The Client is obliged to strictly adhere to the content of the documents made available to it and may not amend them. Insofar as a contractual term or clause is not agreed, the Deliverables may only be used within such territory. The Client must inform all further buyers (customers) or users accordingly. GBO shall not be responsible and does not assume any liability in respect of any incorrect and/or insufficient information contained in the technical manuals, product brochures, user manuals, or any other documents prepared by the Client, which are in any manner provided or made available to the customer or user. The same shall also apply if GBO shall have authorized the use or handling of the Deliverables, since the Client is responsible for such use or handling if the Client has not given prior written consent or the use or handling shall be limited merely to the layout and compliance with corporate identity and does not pertain to content.

1.6 The Client unilaterally and irrevocably agrees to future amendments of these GTC.

2. Terms of delivery

2.1 Generally, the Incoterms FCA Rosomonyavár (Incoterms 2020) shall apply to deliveries. In case of transactions involving more than two parties, a written agreement on the applicable Incoterms clause has to be concluded.

2.2 Deviations from the Incoterms rules (e.g. COVID 19 pandemic), statements of GBO in connection with transport costs (especially the amount of transport costs) are not binding. The Client shall be responsible for the costs of customs clearance for imports as well as for any formalities and the costs thereof (such as product registration, operating licenses) and/or related costs. GBO shall be responsible for the costs of export customs clearance.

2.3 GBO may deliver, for reasons of packaging, up to 2% (two percent) more or less of the quantity ordered without being in breach of contract. In such event, the quantity actually delivered shall be credited to the Client's account.

2.4 In case GBO does not deliver in time, the Client must set a reasonable cure period for the delivery in writing. In case GBO has defaulted on the extended cure period, the Client may cancel the contract. In event of such cancellation, GBO shall be entitled to demand the purchase price for the goods/Purchase Order in full. If the Client does not comply with this obligation, GBO reserves the right to immediately collect the debt without delay. In the event of breach of contract, the Client has a right to claim damages for non-performance.

2.5 If the Client is not paid within the due date, the Client shall lose its rights to the delivery in full.

2.6 GBO shall be entitled to make partial deliveries and render partial services as far as GBO may reasonably expect acceptance by the Client.

2.7 In case of imperfect consequences under civil or criminal law due to the delivery of the goods/contract, either due to quality or time of delivery, GBO shall be entitled to cancel the contract subject to these GTC. In this event, the Client shall not be entitled to claim damages and GBO is discharged from its duty to perform.

2.8 The Client is bound by the one-time or continuous delivery obligation due to the one-time or continuous delivery of Deliverables to the Client.

3. Transfer of risk

3.1 The risk of loss passes to the Client according to the Incoterms individually agreed upon. The loss or damage to the Deliverables after the risk has passed to the Client shall not release the Client from its obligation to pay the purchase price. If dispatch or shipment is delayed for reasons not attributable to GBO, the Client is liable for the Client from the date of readiness for dispatch. Risk of loss shall also pass to the Client if the Deliverables are made available to the Client and the Client unjustifiably refuses acceptance. Any storage expenses incurred after the risk of loss has passed shall be payable by the Client.

4. Retention of title

4.1 GBO shall retain title to the Deliverables until full payment of invoice amounts (retention of title).

4.2 In event of transfer of title, the Client shall hold the Deliverables in safekeeping on behalf of GBO. It shall store the Deliverables in a due and proper manner at its own expense and protect and insure the Deliverables against destruction and deterioration. In the event of payment default, GBO shall be entitled to suspend deliveries or cancel them completely.

4.3 The Client shall not be entitled to use or lend the Deliverables as collateral.

4.4 If the Deliverables 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 Deliverables 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 immediately notify their customers of such assignment. In the event of any arrears, the Client is required to observe all requisite steps to ensure that such assignment is legally valid.

4.6 The Client is required to notify GBO immediately, with all information, 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 realizable 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 Unless otherwise agreed in individual cases, all prices and charges are net exclusive of any statutory value added tax and other taxes or duties, as well as exclusive of possible surcharges and/or similar charges payable as a result of uncertain circumstances. Any purchasing tax to be paid is borne by the Client.

5.2 The purchase price is in principle the price set by GBO, or if the price has not been set, the price is calculated in the current price list of GBO, as valid at the time of the Purchase Order.

5.3 The VAT identification number of GBO is HU10256408. In the case of deliveries to other EU member states, the Client is obliged to inform GBO immediately of its VAT identification number.

5.4 In the case of intra-COMmunity deliveries and exports, tax exemption can only be granted if the legal requirements are fulfilled at the time the service is rendered.

5.5 The Client shall, unsolicited and without delay, provide GBO with all (transport)proofs, documents, and deeds necessary for tax exemption, which are necessary to obtain a VAT exemption for intra-COMmunity deliveries or exports.

5.6 If the Client does not comply with this obligation, GBO reserves the right to immediately collect the legal value added tax which has to be paid together with the invoice amount. The Client shall indemnify and hold GBO completely harmless against any resulting disadvantages and damages; in particular, in the event of an audit by the tax authorities and subsequent refusal of tax exemption, the Client shall indemnify GBO and shall be entitled to the value added tax subsequently and separately invoiced by GBO.

5.7 The Client shall inform GBO immediately, with all information, if the Deliverables are used in the Client's country of residence for the goods or services supplied. Upon receipt of this information, GBO shall immediately provide the Client with all documents necessary to obtain a tax deduction, tax exemption, etc. for GBO-related tax on the Client's goods/services. The Client shall indemnify and hold GBO completely harmless against any resulting disadvantages and damages.

5.8 The Client shall be liable for all additional tax payments resulting from incorrect information provided by the Client.

5.9 GBO is not liable for any errors in tax calculation, for future tax/legal changes; taxes and duties resulting from such tax/legal changes shall be borne by the Client. The Client must ensure that these taxes are duly reported and paid.

5.10 GBO shall be at free to transmit invoices either by post or electronically (e.g. via email).

5.11 Within the framework of an ongoing business relationship, GBO reserves the right to raise the price of the Deliverables as is necessary based on general price changes beyond GBO’s control (such as exchange-rate fluctuations, currency regulations, customs changes, a significant rise in costs of materials and manufacture).

5.12 Invoice amounts shall be paid within 14 (fourteen) days from date of invoice by way of transfer to GBO’s account, free of any charges and fees, unless otherwise agreed in writing. GBO and the Client may agree that the Client shall open a letter of credit via a bank acceptable to GBO.

5.13 If the Client wishes to make cheque payment, this shall be agreed in advance with GBO.

5.14 All payments shall be made at Client’s risk and expense. Client’s payment obligation is fulfilled with payment irrecoverably, unconditionally and in due time credited to GBO’s account.

5.15 Retention or offsetting by the Client based on any counterclaims whatsoever is prohibited.

5.16 In the event of payment default and/or deterioration in the Client’s credit rating, notwithstanding any further rights of GBO, GBO shall be entitled, at its discretion, to: (i) cancel the contract subject to these GTC or suspend further deliveries to the Client; (ii) shorten the period for payment of the Client’s due invoices; (iii) charge interest on the due amount. In the event of verbal delivery, or (iv) charge default interests in the sum of 9% per annum pursuant to the GTC. GBO does not assume any liability for claims arising in connection with GBO’s audit. The Client shall bear all expenses related to the collection and recovery of the outstanding invoice amounts.

6. Intellectual property

6.1 The Client acknowledges that the Deliverables are the intellectual property of GBO. GBO reserves all rights, in particular rights of ownership, in respect of (i) the Deliverables; (ii) manual and other documentation accompanying the Deliverables; (iii) information regarding the risk of loss and damage, maintenance and tools; (iv) copyrights, intellectual property rights and applications for intellectual property rights. Unless separately agreed in writing for a clearly defined use, Greiner Bio-One Hungária Kft. | Forbretch 7, 9200 Mosonmagyaróvár, Hungary | Phone +36 96 213 088 | Fax +36 96 213 198 | office@hu.gbp.com | www.gbo.com
9.3 In case 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.

9.3.1 The Client shall comply with the instructions of GBO.

9.4 The Client may only communicate with the competent authorities with GBO’s prior written consent. The Client shall keep GBO regularly informed of any direct contact with authorities.

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 serious bodily injury or damage to health.

10.2 GBO’s liability in relation to the Client respect of all claims under any contract subject to these GTC, whatever the legal grounds therefor and taking into account the regulation in Section 10.1, shall be limited to the purchase price of the Deliverables 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; and/or (ii) indirect losses or consequential losses; and/or (iii) damages resulting from changes the Client made to the Design Specifications or to items concerning the Deliverables (e.g., Instructions), which deviate from the Intended Use and/or other Instructions, irrespective of whether or not the parties, upon conclusion of a contract subject to these GTC, considered such losses, and the same shall also result from the Client’s connection with third parties.

10.4 If GBO produces the Deliverables in accordance with specifications, drawings, specifications or other documents provided by the Client which infringe rights, in particular intellectual property rights, of third parties, the Client shall indemnify and hold harmless GBO and its representatives – especially in case of an infringement of intellectual property rights of third parties – in full if the Client makes changes to the Deliverables or to items concerning the Deliverables (e.g., Instructions), which deviate from the Intended Use and/or other Instructions and/or in case of an indirect infringement of property rights on the part of GBO caused by actions of or by the use of the Client. At GBO’s request, the Client shall make advance payments for anticipated reasonable attorney fees in the legal proceedings, defense, and investigation proceedings. The liability of the Client shall also include the costs for out-of-court dispute settlement attempts and in any case reasonable costs of legal representation.

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 nature, is clearly non-confidential. All rights in the confidential information shall be reserved to GBO and its representatives and shall continue to be valid and enforceable.

11.2 Nothing in these GTC or in a contract between GBO and the Client shall be interpreted as granting the transferring any rights to confidential information by transferring ownership thereof.

11.3 No confidential information may be disclosed to third parties without GBO’s prior written consent.

12. Compliance (applicable only if the Client is also a GBO Dealer)

12.1 The Client undertakes at all times during the contractual relationship with GBO to comply with the Code of Conduct for Suppliers and Business Partners, https://www.gbo.com/fileadmin/user_upload/Downloads/Code_of_Conduct/Code_of_Conduct_for_Suppliers_and_Business_Partners_EN.pdf, which is an integral part of this contract and/or fulfilment thereof.

12.2 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 notice to the Client.

13. Miscellaneous

13.1 The Client grants GBO, as well as all affiliated companies of GBO, the right to name the Client as a reference customer by using first/last name or company name, address and company logo. This right is granted free of charge and is unlimited in time, space and content. The Client can revoke this consent at any time in writing to GBO (e.g. via email).

13.2 The duty of confidentiality prescribed by the Code of Conduct is also under the Client’s obligation to maintain compliance with all applicable laws and regulations, in particular the data protection rules.

13.3 Nothing in these GTC and contracts subject to these GTC shall establish a partnership, commercial, joint venture or any other legal relationship between the respective other party or to any person or entity, which is a candidate of the latter.

13.4 GBO shall not be liable for any confidential information, which GBO directly or indirectly associated by way of a holding constituting at least 50% (including sister companies), 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.

13.5 Nothing in these GTC and contracts subject to these GTC shall establish a partnership, commercial, joint venture or any other legal relationship between the respective other party or to any person or entity, which is a candidate of the latter.

13.6 These GTC and all contracts subsequently concluded between GBO and the Client shall be subject exclusively to Hungarian law. The application of conflict-of-law rules, UN law on the international sale of goods and comparable international agreements is excluded.

13.7 Exclusive place of jurisdiction for GBO and the Client is agreed as the court in Győr, Hungary, having subject-matter competence. GBO shall also have the right to institute legal proceedings before a court having competence with regard to the Client.

13.8 The Client shall not pass on to customers and/or 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 access data shall be blocked and o in legal costs of The Client shall change its passwords at regular intervals.