General Terms and Conditions for Sales (GTC) of Greiner Bio-One B.V. (GBO)

Valid with effect from 1 November 2021

1. General

1.1 With regard to all business relations of GBO pertaining to the supply of goods or services (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 and then only with respect to the individual contract, not to future orders. GBO shall be entitled to conclude or continue contracts and to make deliveries only against the Client's written unconditional acceptance of these GTC.

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 and effective. In the event of a breach or refusal to accept the Client's Purchase Orders and any contracts subject to these GTC shall become effective upon written confirmation or upon delivery of the Deliverables by GBO.

1.3 These GTC 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 property, are the property of GBO, even if the Client has made a cost contribution thereto and the proposals 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 provided by 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.

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

2. Terms of delivery

2.1 Generally, the Incoterms FCA Alphen aan den Rijn/Incoterms 2020 shall apply to deliveries. In case of transactions involving more than two parties, a written agreement on the applicable Incoterm clause has to be concluded.

2.2 During the duration of force majeure events (e.g. COVID 19 pandemic), statements of GBO in connection with transport costs (especially the amount of transport costs) are not binding. The Deliverables until full payment of invoice amounts (retention of title).

2.3 GBO may deliver, for reasons of packaging, up to 2% (two per cent) more or less of the quantity ordered without being in breach of contract. In such event, the quantity actually delivered shall be deemed to have been delivered.

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 subject to these GTC. During the duration of force majeure events (e.g. COVID 19 pandemic), statements of GBO about delivery dates as well as dates in general, forecasts and lead times may not be binding. A Client who is only liable for goods is not entitled to rescind the contract due to a delivery default.

2.5 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, epidemics, pandemics, natural catastrophes, interruption of production in GBO's factories or at the facilities of GBO's suppliers or subcontractors, or in case of default of GBO's suppliers or subcontractors, governmental import or export restrictions, or other sovereign measures not attributable to GBO (force majeure), and beyond the control of GBO, lead times are not binding. GBO is only liable for default based on gross negligence or willful misconduct. If the Client refuses acceptance on the due date, in particular if the Incoterm clause FCA applies to the delivery in question and no carrier appears from the contractual partner at the agreed delivery time, it nevertheless make full payment of the purchase price. In such instances, GBO stores the Deliverables at the risk and expense of the Client; at Client's request, GBO shall insure the Deliverables at Client's expense. Upon Client's failure to accept the Deliverables within 14 (fourteen) days of GBO's offering, GBO is entitled to rescind the contract or claim damages for non-performance.

2.6 In the event of payment default, the Deliverables may be sold to third parties (in particular, in case of default of GBO's suppliers or subcontractors). In such event, GBO is entitled to resell the Deliverables, GBO is entitled at any time to suspend deliveries or cancel them completely. In the event of payment default, 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.

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 for which the Client is responsible, the risk of loss shall pass to the Client from the date of readiness for dispatch. Risk of loss shall also pass to the Client at the time when 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 Until 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 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 Deliverables as well, 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 Deliverables.

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

4.4 The Deliverables to which title is held by GBO is mixed, combined or incorporated 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 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 not to resell, to resell to anyone or to resell to another 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 prices exclusive of any statutory value added tax and other taxes or duties, as well as exclusive of packaging surcharges, transport costs and any processing fees that may be incurred. Any withholding tax to be borne by GBO shall in all cases be borne by the Client.

5.2 The price is to be paid in full before delivery by GBO, or if the price has not been set, the price stated in the current price lists of GBO, as valid at the time of the Purchase Order.

5.3 The VAT identification number of GBO is NL003613240B01. 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 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, unless agreed otherwise, pay in full without delay, with the exception of the following documents and deeds in a suitable form, which are necessary to obtain a VAT exemption for intra-Community deliveries or exports.

5.6 In the event of a tax examination, GBO reserves the right to claim the value added tax subsequently and separately invoiced by GBO.

5.7 The Client shall inform GBO immediately, if withholding tax is due 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 reduction, tax exemption or applicability of a zero-tax rate for the goods or services supplied. It is the Client's responsibility to ensure that the Client's country of residence receive all necessary information in a timely manner so that no or reduced withholding tax is being levied with respect to the goods or services supplied.

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

5.9 The Client shall not be liable 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 free to apply tax rates either after or electronically (e.g. via email).

5.11 In the case of a 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).

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12.1. The Client undertakes at all times during the contractual relationship with GBO to comply with the Greiner Code of Conduct for Suppliers and Business Partners.

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

7.3. GBO shall not be liable for any use of the Deliverables outside of the Intended Use and/or other Instructions.

7.2. GBO shall not be liable for the Deliverables if, upon formation of the contract the Client knew or should have known of such a defect or material breach.

7.1. Unless otherwise agreed in writing, the Deliverables 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.

8.3. The Client shall comply with the instructions of GBO.

8.2. 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 regularly inform the Client thereof.

8.1. The Vigilance Reporting System for Distributors of Medical Devices aims at ensuring the protection of health and safety of patients and users.

9.1. The Client is aware that GBO is under a duty to be able to trace individual Deliverables including those sold to the Client's customers (users). The Client shall be under a duty to keep records enabling GBO to trace individual Deliverables sold to the Client. The Client shall be under a duty to retain such records for a period of 12 (twelve) years, commencing from the date of delivery to the Client's customer. The Client shall ensure a corresponding system with its own customers. The Client shall take all necessary steps to support GBO to identify at all times the location of individual Deliverables or the customers of such Deliverable. Such obligation is not affected by the termination of the contract subject to these GTC with the Client.

9.2. GBO shall initiate a product recall if there is a risk that the use of the Deliverables could result in death, serious bodily injury or impairment of health of a user.

9.3. The Client shall be responsible for informing its customers of relevant recall procedures as provided by GBO.

9.4. The Client shall confirm the receipt and acknowledge the information provided via fax or e-mail to the Client within a period of 10 (ten) days. Otherwise, the customer must be informed 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 shall not be liable for any claim based on minor negligence even if GBO, including its employees and agents, are aware of such a risk or could have foreseen such a risk at the time of delivery of the Deliverables.

10.3. In case of delivery of non-conforming Deliverables, the Client shall provide GBO a reasonable cure period to fulfil its duties.

7.6. In case of non-conforming Deliverables, the Client shall provide GBO a reasonable cure period to fulfil its duties.

7.7. 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 Deliverables at the time of delivery commends itself against the defect or non-fulfilment; (ii) with such records for a period of 12 (twelve) years, commencing from the date of delivery to the Client's customer. The Client shall be under a duty to retain such records for a period of 12 (twelve) years, commencing from the date of delivery to the Client's customer. The Client shall ensure a corresponding system with its own customers. The Client shall take all necessary steps to support GBO to identify at all times the location of individual Deliverables or the customers of such Deliverable. Such obligation is not affected by the termination of the contract subject to these GTC with the Client.

9.1. GBO shall be liable for any infringement of property rights on the part of GBO caused by actions of or the use by the Client. At GBO's request, the Client shall make adequate payments for anticipated reasonable attorney's fees and legal costs of preparation, defense, investigation and 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 title thereto shall be continued to be held by GBO.

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

11.4. Publications of the Client in respect of or in connection with Deliverables require GBO’s prior written consent.

1.3. 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 Deliverables in the same condition as in which it was received by the Client. None withstanding the above, default will not commence until notice of default has been served in accordance with Book 6, Article B2 of the Dutch Civil Code, granting GBO a reasonable period of 14 (fourteen) days for the performance and there is no performance within such period.

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 Greiner Code of Conduct for Suppliers and Business Partners, and the Client undertakes at all times during the contractual relationship with GBO to comply with the Greiner Code of Conduct for Suppliers and Business Partners, and the Client undertakes at all times during the contractual relationship with GBO to comply with the Greiner Code of Conduct for Suppliers and Business Partners, and the Client undertakes at all times during the contractual relationship with GBO to comply with the Greiner Code of Conduct for Suppliers and Business Partners, and the Client undertakes at all times during the contractual relationship with GBO to comply with the Greiner Code of Conduct for Suppliers and Business Partners, and the Client undertakes at all times during the contractual relationship with GBO to comply with the Greiner Code of Conduct for Suppliers and Business Partners, and the Client undertakes at all times during the contractual relationship with GBO to comply with the Greiner Code of Conduct for Suppliers and Business Partners, and the Client undertakes at all times during the contractual relationship with GBO to comply with the Greiner Code of Conduct for Suppliers and Business Partners, and the Client undertakes at all times during the contractual relationship with GBO to comply with the Greiner Code of Conduct for Suppliers and Business Partners, and the Client undertakes at all times during the contractual relationship with GBO to comply with the Greiner Code of Conduct for Suppliers and Business Partners, and the Client undertakes at all times during the contractual relationship with GBO to comply with the Greiner Code of Conduct for Suppliers and Business Partners, and the Client undertakes at all times during the contractual relationship with GBO to comply with the Greiner Code of Conduct for Suppliers and Business Partners, and the Client undertakes at all times during the contractual relationship with GBO to comply with the Greiner Code of Conduct for Suppliers and Business Partners, and the Client undertakes at all times during the contractual relationship with GBO to comply with the Greiner Code of Conduct for Suppliers and Business Partners, and the Client undertakes at all times during the contractual relationship with GBO to comply with the Greiner Code of Conduct for Suppliers and Business Partners, and the Client undertakes at all times during the contractual relationship with GBO to comply with the Greiner Code of Conduct for Suppliers and Business Partners, and the Client undertakes at all times during the contractual relationship with GBO to comply with the Greiner Code of Conduct for Suppliers and Business Partners, and the Client undertakes at all times during the contractual relationship with GBO to comply with the Greiner Code of Conduct for Suppliers and Business Partners, and the Client undertakes at all times during the contractual relationship with GBO to comply with the Greiner Code of Conduct for Suppliers and Business Partners, and the Client undertakes at all times during the contractual relationship with GBO to comply with the Greiner Code of Conduct for Suppliers and Business Partners, and the Client undertakes at all times during the contractual relationship with GBO to comply with the Greiner Code of Conduct for Suppliers and Business Partners, and the Client undertakes at all times during the contractual relationship with GBO to comply with the Greiner Code of Conduct for Suppliers and Business Partners, and the Client undertakes at all times during the contractual relationship with GBO to comply with the Greiner Code of Conduct for Suppliers and Business Partners, and the Client undertakes at all times during the contractual relationship with GBO to comply with the Greiner Code of Conduct for Suppliers and Business Partners, and the Client undertakes at all times during the contractual relationship with GBO to comply with the Greiner Code of Conduct for Suppliers and Business Partners, and the Client undertakes at all times during the contractual relationship with GBO to comply with theGreiner Code of Conduct for Suppliers and Business Partners. The Client is obligated to (i) conduct sufficient due diligence and closely monitor its customers at all times and (ii) to ensure by means of adequate standards that it does not supply Deliverables

1) Dealer shall be a deemed natural person or legal entity engaged in the resale of products to third parties, in particular and customers, in its own name and for its own account.
12.3. GBO reserves the right to audit the Client at any time during business hours further to prior written notice to verify compliance to the terms of the said Code of Conduct and all applicable laws and rules.

12.4. 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). The legality of the naming as reference customer up to the revocation is not affected by the revocation of the consent. GBO will remove, under consideration of their legitimate interests, as far as economically reasonable and/or technically possible, publications already arranged before receipt of the revocation declaration of the Client.

13.2 The Client is not entitled to assign any claims to third parties arising out of or in connection with any contract with GBO without GBO’s prior written consent and any assignment in violation of this provision is null and void.

13.3 GBO, as well as all companies with which GBO is 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.

13.4 Nothing in these GTC and contracts subject to these GTC shall establish a partnership, company or joint venture of any type. 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 termination of the contract, the Client shall not be entitled to any consideration, indemnification, or remuneration of costs of market development or amortized or non-amortized investments.

13.5 If a provision of these GTC or of any contract subject to these GTC is or becomes illegal, invalid or unenforceable, that shall not affect the validity or enforceability of these GTC, nor the validity or enforceability of any other provision of these GTC. The invalid provision shall be replaced in good faith with a valid, legal and enforceable provision the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provision.

13.6 These GTC and all contracts subsequently concluded between GBO and the Client shall be subject exclusively to Dutch 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 The Hague, The Netherlands, 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 employee’s access data must be immediately amended. The Client shall change its passwords at regular intervals.

13.9 GBO applies privacy policy according to its Data Privacy Statement at https://www.gbo.com/en_NL/data-privacy.html