2. Transfer of risk

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 the obligation to pay the purchase price. Moreover, the Client shall notify GBO 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 if the Deliverables are lost in transit, even if the Client has not paid the purchase price. Any storage expenses incurred after the risk of loss has passed shall be payable by the Client.

3. 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. It shall in its own expense and at its own risk protect and insure the Deliverables against destruction and deterioration. In the event of payment default, GBO shall be entitled to withhold a further extension of time to withdraw from any agreement subject to a later claim for return of the Deliverables as well as, if the Client fails to comply, to attend at the Client's places of storage or those of third parties in whose possession they may be.

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 areas. 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 steps necessary to ensure that the claims are enforced effectively.

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 far as the assignment is not in accordance with the assignment instructions or any other instructions contained in the Instructions for Use (IFU). If the Client fails to observe the assignment instructions, the Client undertakes to release any collateral or any part thereof at the request of the Client if the realization of the value of the claims to which the Client 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 is to be borne by GBO in all cases in accordance with the applicable statutory regulations.

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

5.3 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 GBO's duty to perform, the delivery period shall be extended for the duration of such force majeure. Delays in the performance of GBO resulting from the COVID-19 pandemic shall be qualified as acts of force majeure. If such disruption shall last for longer than 14 (fourteen) days, a written notice of intention to contract subsequent deliveries shall be issued. In this event, the Client shall not be entitled to claim damages and GBO is discharged from its duty to perform.

6. Título e crédito

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

6.2 In case of imminent consequences under civil or criminal law due to the delivery of the Deliverables, GBO is hereby entitled to avoid the delivery, cancel or postpone the delivery and/or the time to be performed. In such cases, the Client shall not be entitled to claim damages.

6.3 In case of default of GBO's suppliers or subcontractors, governmental import or export restrictions or other foreign measures not attributable to GBO (force majeure) and beyond the control of GBO, the delivery period shall be automatically extended for the duration of such disruption. Delays in the performance of GBO resulting from the COVID-19 pandemic shall be qualified as acts of force majeure. If such disruption shall last for longer than 14 (fourteen) days, a written notice of intention to contract subsequent deliveries shall be issued. In this event, the Client shall not be entitled to claim damages and GBO is discharged from its duty to perform.

6.4 GBO shall be entitled to avoid the delivery, cancel or postpone the delivery and/or the time to be performed. In such cases, the Client shall not be entitled to claim damages.

6.5 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 if the Deliverables are lost in transit, even if the Client has not paid the purchase price. Any storage expenses incurred after the risk of loss has passed shall be payable by the Client.

6.6 In the event of payment default and/or deterioration in the Client's credit rating, GBO is hereby entitled to withhold a further extension of time to withdraw from any agreement subject to a later claim for return of the Deliverables as well as, if the Client fails to comply, to attend at the Client's places of storage or those of third parties in whose possession they may be.

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

6.8 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.

6.9 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 areas. 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 steps necessary to ensure that the claims are enforced effectively.

6.10 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 far as the assignment is not in accordance with the assignment instructions or any other instructions contained in the Instructions for Use (IFU). If the Client fails to observe the assignment instructions, the Client undertakes to release any collateral or any part thereof at the request of the Client if the realization of the value of the claims to which the Client is entitled. GBO shall select the collateral to be released.

6.11 In case of intra-Community supplies and exports, tax exemption may only be granted if the legal requirements are fulfilled at the time the service is rendered.

6.12 The Client shall, unsolicited and without delay, provide GBO with all (transport)documents, statements of payment, proofs, receipts and deeds in a suitable form, which are necessary to obtain a VAT exemption for intra-Community deliveries or exports.

6.13 If the Client does not comply with this obligation, GBO reserves the right to immediately increase the purchase price by the amount which the Client has to pay to GBO for the costs 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 is to be borne by GBO in all cases in accordance with the applicable statutory regulations.

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

6.15 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 far as the assignment is not in accordance with the assignment instructions or any other instructions contained in the Instructions for Use (IFU). If the Client fails to observe the assignment instructions, the Client undertakes to release any collateral or any part thereof at the request of the Client if the realization of the value of the claims to which the Client is entitled. GBO shall select the collateral to be released.

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6.23 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 far as the assignment is not in accordance with the assignment instructions or any other instructions contained in the Instructions for Use (IFU). If the Client fails to observe the assignment instructions, the Client undertakes to release any collateral or any part thereof at the request of the Client if the realization of the value of the claims to which the Client is entitled. GBO shall select the collateral to be released.
6. Intellectual property

The Client acknowledges that the Deliverables are the intellectual property of GBO. GBO reserves all rights, in particular to use, modify, reproduce, manufacture, perform, display, distribute, transmit, communicate, import, export, license, and otherwise exploit the Deliverables in any medium or format, without restriction except for the rights granted to the Client under these GTC. The Client shall not be entitled to use trademarks of GBO, to use them outside the Intended Use and/or obtainable cure period to fulfill its duties. The event that GBO is not willing or able to fulfill its duties, the Client may: (i) reduce the price in the same proportion as by which the value of the Deliverables would have had at the same time; or (ii) withdraw from the contract subject to these GTC. If, however, GBO resumes performance in full of its duties, or if the Client accepts to accept fulfillment by GBO, the Client may either reduce the price or withdraw from the contract which is subject to these GTC. Moreover, the Client shall lose the right to the contract subject to these GTC or GBO to claim substitute delivery from GBO if it is unable to return the Deliverables in the same condition as that in which it was received by the Client.

7. Warranty

7.1 Unless otherwise agreed in writing, the Deliverables shall conform with a contract subject to these GTC if: (i) it is suitable for a particular purpose of which GBO is expressly notified upon formation of the contract and GBO has confirmed in the same writing; (ii) it possesses the features of an article which GBO or the Client have presented by way of sample or specimen; or (iii) it is suitable for the purposes for which a Deliverables of the same type and quality are usually used.

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 defect or material breach.

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

7.4 The warranty period shall be the shelf life of the Deliverables, but no longer than 2 (two) years from the date of delivery to the Client's customer. GBO shall not be liable for any costs, damages, expenses, fines, liabilities, losses, penalties, including any litigation expenses and attorney’s fees related to an infringement (alleged or in fact) of third parties’ intellectual property rights through any use of the Deliverables.

7.5 The Client must immediately, upon receipt of delivery as per Section 7.4, inspect the Deliverables to determine whether they have arrived in satisfactory condition. The Client has no claim of rights for damages for non-conformity or defects in the Deliverables if it fails to notify GBO immediately after it has or should have discovered the non-conformity or a defect, specifying the nature of the contractual breach. The Client shall notify GBO of any defect within 8 (eight) weeks of its discovery. The Client agrees that it will perform its own inspections, tests and/or examinations of the Deliverables in accordance with specifications, drawings, specimens or other documents provided by the Client which infringe rights, in particular intellectual property rights, of third parties.

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

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 case of a notifiable incident concerning GBO’s products, 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.

8.3 The Client shall comply with the instructions of GBO.

8.4 In case of a notifiable incident concerning GBO’s products, 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.

8.5 The Client agrees that its own contractors, subcontractors, and/or representatives ("GBO Indemnitees") from and against any costs or expenses, including any attorneys’ fees and litigation costs, incurred by a GBO Indemnitee to (1) defend a Client Claim but only to the extent Client does not timely assume the defense thereof (and (ii) to indemnify and hold harmless GBO and its affiliates and/or subcontractors ("GBO Indemnitees") from and against (i) any and all actions, allegations, claims, causes of actions and/or demands by a third party against any GBO Indemnitee resulting from, caused by, or in any way connected with, products, services, or information, (ii) any and all actions, allegations, claims, causes of actions and/or demands by a third party against any GBO Indemnitee resulting from, caused by, or in any way connected with, the delivery of the GTC if: (i) it is suitable for a particular purpose of which GBO is expressly notified upon formation of the contract and GBO has confirmed in the same writing; (ii) it possesses the features of an article which GBO or the Client have presented by way of sample or specimen; or (iii) it is suitable for the purposes for which a Deliverables of the same type and quality are usually used.

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

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 correspondence with its own systems. 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 Deliverables.

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 prescribed by GBO.

9.4 GBO’s customer shall confirm the receipt and acknowledge the information provided via mail to the Client within a period of 10 (ten) days. Otherwise, the customer must be considered as not informed.

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. In particular, the Client shall lose the right to terminate the contract subject to these GTC, considered such losses, and the same werefore the Client is not entitled to terminate the said contract and/or fulfillment thereof.

10.2 The Liability shall fully indemnify, defend and hold harmless GBO and its affiliates (including its officers, directors, stockholders, agents, servants, employees, representatives and/or subcontractors) (“GBO Indemnitees”) from and against:

(i) any and all actions, allegations, claims, causes of actions and/or demands by a third party against any GBO Indemnitee resulting from, caused by, or in any way connected with, products, services, or information, (ii) any and all actions, allegations, claims, causes of actions and/or demands by a third party against any GBO Indemnitee resulting from, caused by, or in any way connected with, the delivery of the GTC if: (i) it is suitable for a particular purpose of which GBO is expressly notified upon formation of the contract and GBO has confirmed in the same writing; (ii) it possesses the features of an article which GBO or the Client have presented by way of sample or specimen; or (iii) it is suitable for the purposes for which a Deliverables of the same type and quality are usually used.

10.3 Under no circumstances shall GBO be liable (whether on the basis of contractual liability, liability in tort or other liability) for: (i) losses of profits and/or indirect losses or consequential costs; (ii) costs, damages, expenses, fines, liabilities, losses, penalties, including any litigation expenses and attorney’s fees resulting from an infringement (alleged or in fact) of the Client’s intellectual property rights with respect to the Deliverables; and/or (iv) damages resulting from changes the Client made to the Deliverables or to items concerning the Deliverables (e.g., Instructions), which deviate from the Intended Use and/or other Instructions, and/or b) the Client fails to comply with the said contract and/or fulfillment thereof.

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, 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 continue to be held by GBO.

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

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.

11.5 The duty of confidentiality will survive the termination or expiry of a contract subject to these GTC.

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

12.1 The Client agrees at all times during this Agreement to comply with the Greiner Code of Conduct, https://www.greiner.com/fileadmin/user_upload/Downloads_Dokumente/2020_Code_of_Conductor_English.pdf and any other applicable corporate, legal, or ethical guidelines, including but not limited to, the USA Foreign Corrupt Practices Act of 1977 (as amended from time to time) as well as applicable antitrust, competition and anti-corruption laws. Neither the Client, nor the persons acting on its behalf, in particular officers, employees or agents shall make, offer or accept any improper payments or gifts in direct or indirect form to third parties including their employees, officers or to public officials, representatives of a governmental body or authority or a political party or their candidates. The Client agrees that its own contractual partner will adhere to principles at least comparable to those of the Greiner Code of Conduct. We reserve the right to inspect the Client against any GB business practice or GBO business practice that does not comply to the terms of this Agreement and all applicable laws and regulations, including the Greiner Code of Conduct. In the event of non-compliance, we reserve the right to terminate the contract subject to these GTC at any time and with immediate effect by written notice to the Client.

12.2 The Client is aware that some territories, legal entities and/or natural persons are subject to sanctions and/or embargoes or economic sanctions (including but not limited to, U.S. E.U., U.K., related law). The Client is obliged to (i) conduct sufficient due diligence and closely monitor its customers at all times; (ii) ensure that the measures taken to comply with the terms of this Agreement and all applicable laws and regulations, including the Greiner Code of Conduct. In the event of non-compliance, we reserve the right to terminate the contract subject to these GTC at any time and with immediate effect by 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. The Client agrees that it shall not use the Client as a reference customer by using first/last name or company name, address and company logo without the explicit written permission of GBO. The legitimacy of the naming as reference customer up to the revocation is not affected by the

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1 Dealer 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.

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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 any 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 (out of or in connection with these GTC and/or in connection with any contractual relationship between GBO and the Client subject to these GTC) shall be exclusively governed by and construed under German law with the exclusion of any conflict of law provisions, the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG) and any statute implementing this convention.

13.7 Any dispute arising out of or in connection with these GTC and/or in connection with any contractual relationship between GBO and the Client subject to these GTC, including related to its creation, validity, nullity, interpretation, performance and termination as well as its pre- and post-contractual effects ("Dispute"), shall be settled by the competent court in Stuttgart, Germany, having jurisdiction over the subject-matter. GBO shall also have the right to submit a Dispute before a court having competence with regard to the Client. Particularly with respect, but not limited, to Clients outside the European Union. GBO may, at its sole discretion, alternatively, submit a Dispute for final settlement under the Rules of Arbitration of the International Chamber of Commerce (ICC) by one arbitrator appointed in accordance with the said Rules; in case GBO submits a Dispute for final settlement under the Rules of Arbitration of the ICC and in case the amount in dispute accrues to more than EUR 1,000,000.00 (one million euros), either party may opt for a tribunal with three arbitrators appointed in accordance with the said Rules. The seat of the arbitration shall in each case be Stuttgart, Germany. The language of the arbitration shall be English. To avoid any misunderstandings it is expressly agreed that the governing law of this arbitration agreement shall be exclusively German law without regard of the conflict-of-law rules. The decision and/or award rendered by the arbitrator(s) shall be final and non-appealable. The losing party shall bear all the costs of arbitration including the fees and expenses of the arbitrator(s) and, in particular, pay the costs of the successful party (in particular attorneys’ and expert fees).

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