

**GENERAL SALES AND DELIVERY  
TERMS AND CONDITIONS OF  
ALTONA DIAGNOSTICS GMBH**  
(hereafter known as "Seller")

The General Sales and Delivery Terms and Conditions set forth below apply to all transactions of the seller with entrepreneurs within the sense of Article 14 of the German Civil Code (BGB). They shall not apply to consumer goods transactions within the sense of Article 474 BGB. If a sales contract is entered into, they become an integral part of the contract. Contrary or deviating terms and conditions of the buyer are not part of the contract unless the seller expressly consents to them in an individual case in writing.

1. The orders of the buyer and other agreements and ancillary agreements only become binding on seller with the seller's written or printed confirmation (including on invoices or delivery slips), also if they have been entered into by representatives.
2. The seller's offers are always subject to confirmation. Only the merchandise listed in the respective effective price lists of seller can be delivered. Seller is entitled to make partial deliveries. Each partial delivery may be invoiced separately. In case of call orders, the orders must be called at least two (2) weeks before the desired delivery date.
3. Seller shall deliver as soon as possible. There are no fixed delivery terms, unless seller has confirmed them in writing as binding. Performance of seller's delivery obligation is subject to the condition precedent of timely and proper performance of buyer's obligations.
4. Seller shall determine the manner and type of shipment unless buyer has given written instructions. Shipment is made from the seller's place of business unless agreed otherwise. The risk of accidental loss or deterioration of the merchandise passes to buyer at the time the merchandise is delivered to the shipper or the courier service.
- 5.1 The buyer has to check the goods immediately after delivery. Open defects shall be reported in writing to buyer immediately; hidden defects shall be reported in writing immediately after their identification. If the aforementioned periods of times are missed, the defect shall be deemed as accepted. Punctual dispatch of the notification is sufficient for observance of deadlines.
- 5.2 Seller shall have the burden of proof for all conditions qualifying for remedy, in particular, for the existence of the defect and for the punctual notice of defect.
- 5.3 Seller shall initially, at his option, remedy the defect or provide substitute delivery. If rectification of defects fails or the seller denies it, the buyer may on principle demand, at his option, reduction of the purchase price (diminution) or cancellation of contract (rescission).
- 5.4 The buyer can only demand damages for a defect under the conditions set out in section 6, when the rectification of defects failed or the seller denied it. Right of the buyer to demand further damages under the conditions set out in section 6 remains untouched by this.
- 5.5 The period of limitation for remedy claims is one year from the delivery of the goods. If seller fraudulently concealed the defect the legal period of limitation shall be applicable.
- 6.1 Seller shall only be liable for any damage incurred by buyer – independent of the legal reason – if it has been caused by him or his assistant due to intent or gross negligence, insofar as an essential contractual duty has not been violated. An essential contractual duty is such a duty whose correct fulfilment enables the execution of the contract and on whose fulfilment the buyer trusted on or reasonably trusted on. Buyer's damage claims are limited to foreseeable damages.
- 6.2 Seller's liability is limited to direct damage. His liability for indirect or consequential damage, in particular, loss of production or profits, is completely excluded, unless the damage is based on intention or gross negligence.
- 6.3 To the extent that the seller's liability is limited, this applies also to the personal liability of seller's employees, associates, agents, and/or servants.
- 6.4 In the event of injury to life, body and health, seller shall be liable pursuant to the legal provisions. Seller's liability pursuant to product liability law remains unaffected.
7. Force majeure, interruptions, labour disputes or other interruptions beyond seller's or his suppliers' control release seller of seller's delivery obligations during the period of the interruption and its effects. If the delivery and/or acceptance is delayed for more than eight weeks on account of the interruption, both parties may rescind the contract.
- 8.1 The price list of seller in effect at the time the order is received applies. The prices stated are net prices plus value added tax in effect. Buyer shall bear the packaging and dispatch costs.
- 8.2 Unless expressly agreed otherwise, the purchase price is due ten (10) days after the date of invoice. Buyer shall pay default interest of 8 % above the basic interest rate on the outstanding amount. Seller reserves the right to assert a higher damage caused by delayed payments.
- 8.3 If buyer is in default with a payment or if a promissory note or check is not accepted when presented, if seller's account is not credited, or if circumstances are disclosed after the conclusion of the contract, which might impair the buyer's creditworthiness, all open accounts receivable of seller against buyer, including all promissory notes and checks, shall become immediately due and payable.  
  
In this case, seller shall be entitled to perform only contemporaneously with payment or security or – without setting a period of grace being required – to rescind from the contract and demand substitution of the damage incurred.
- 8.4 Checks and promissory notes are accepted only on account of payments. The acceptance of promissory notes requires the express consent of seller and does not affect the payment due date. Discounts and expenses are charged to buyer.
- 8.5 Seller reserves the right to apply payments to the most senior accounts receivable plus applicable late payments and costs in the following sequence:
- 8.6 Buyer may only offset uncontested or finally adjudicated claims against seller's claims. The same applies if a right of retention is asserted.
- 8.7 If buyer cancels his order without acceptable reason, seller may request 10 % of the net sales price for the handling costs incurred and profits lost, irrespective of the opportunity of asserting higher damages. Purchaser may reserve the right to give proof of lower damages.

- 9.1** Seller reserves title to the merchandise until final payment (in case of payment by check until the amount is irrevocably credited to seller's account) of all current and future claims resulting from the current business relationship with buyer. If validity of the retention of title at the buyer's registered seat requires application, registration or similar transactions, buyer shall be obliged to implement such transactions.
- 9.2** Processing of the merchandise of which seller has retained title is effected for the seller as the manufacturer within the sense of Article 950 BGB – without imposing any liability on him – excluding acquisition of ownership by the buyer in the new object. The processed merchandise serves as security for seller in the amount of the invoice value of the merchandise title of which seller has retained title.
- 9.3** If buyer is in default with his obligations towards seller, seller is authorized to immediately demand return of the merchandise of which seller has retained title. Buyer agrees to let seller or persons authorized by seller enter his premises or other storage areas and to remove the merchandise of which seller retained has title.
- 9.4** Buyer shall handle the merchandise, of which title has been retained, with due care. Buyer shall adequately insure the merchandise of which seller has retained title at buyer's expense against fire, water and theft damages as well as against damage caused by storm or hail at its value when new, and buyer herewith assigns his claims under the insurance policies to seller who herewith accepts the assignment.
- 9.5** Buyer may sell the merchandise of which title has been retained only as long as buyer complies with his obligations to seller, is not late in his payments, has not filed an application for insolvency proceedings, and has not stopped making payments when due.
- Buyer may only sell this merchandise in exchange for full payment by customers. Buyer assigns all claims against third parties on account of the resale irrespective of whether buyer has sold the merchandise without or after processing to seller who herewith accepts the assignment.
- 9.6** Buyer is only entitled to collect accounts receivable from the resale under the conditions mentioned in 9.5, Sentence 1. The right of seller to collect the assigned accounts receivable remains unaffected by buyer's right.
- 9.7** Buyer may not pledge or otherwise encumber the merchandise, title of which has been retained.
- Buyer shall immediately notify seller in writing of any attachments and other actions against the merchandise by third parties, and buyer shall provide seller with the documents of the attachment and a declaration under penalty of perjury regarding the identity of the attached item.
- 9.8** Seller undertakes to release securities created for him at this option at the buyer's request to the extent that their value exceeds the accounts receivable still to be secured by more than 20 %.
- 10.** Buyer shall not use illegal comparative advertising in the resale of the merchandise. Buyer is not allowed to use protected brands (trademarks) for merchandise of third party manufacturers or for processed original merchandise without the prior consent of seller.
- 11.1** The place of performance for the mutual obligations shall be the registered seat of seller.
- 11.2** Exclusive venue for all disputes between the parties (including lawsuits involving checks and promissory notes) is the registered seat of seller. But seller is entitled to sue buyer at his general place of jurisdiction.
- 11.3** The contract between the parties is governed exclusively by German law. Uniform international laws applicable to the international sale of goods, in particular the so-called Convention for the International Sale of Goods of the United Nations (CISG), in effect at the time are excluded.
- 12.** The contract shall remain binding if any of the above provisions is or should become invalid. This does not apply if the continuation of the contract constitutes an unreasonable hardship for one of the parties. The parties shall replace invalid provisions by provisions that come as closely as possible to the economic purpose of the invalid provision.
- 13.** In case of any dispute regarding the legally binding content of the English and German version of these General Sales and Delivery Terms and Conditions the German version shall be applied.