

General Terms & Conditions of Business of altona Diagnostics GmbH (GTC)

(as of September 2023)

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1. Scope of Application, Form

- 1.1 These General Terms & Conditions ("**GTC**") apply for all contracts between altona Diagnostics GmbH ("**altona Diagnostics**"), Mörkenstraße 12, 22767 Hamburg, and traders within the meaning of section 14 of the German Civil Code (BGB), legal persons under public law and special funds under public law ("**Customer**") for the supply of (order-related) goods ("**Goods**").
- 1.2 These GTC shall apply exclusively. Deviating, conflicting or supplementary general terms and conditions of business, in particular purchase terms of the Customer, will not apply unless altona Diagnostics has expressly consented to them in writing. These GTC shall apply even if altona Diagnostics performs the agreed services without reservation in the knowledge of such terms of the Customer.
- 1.3 These GTC shall also apply for all future transactions with the Customer insofar as these are legal transactions of a related nature.
- 1.4 altona Diagnostics is entitled to amend these GTC for the future. Amendments will become a constituent part of the current business relationship as soon as they become valid unless the Customer objects within 1 month of notification of the amendment. In its notification altona Diagnostics will expressly advise the Customer of this consequence.
- 1.5 Individual agreements reached with the Customer in the particular case (including ancillary agreements, additions and amendments) shall always take precedence over these GTC. Subject to proof to the contrary, the content of such agreements shall be governed by a written contract or the written confirmation from altona Diagnostics.
- 1.6 Legally relevant declarations and notifications of the Customer in relation to the contract must be given in writing. Writing within the meaning of these GTC includes written and text form (e.g. letter, email, fax). This shall be without prejudice to statutory requirements on form and other evidence, particularly in the case of doubt about the authority of the declarer.

2. Conclusion of Contract

- 2.1 All offers are made on a no-obligation basis.
- 2.2 The Customer's purchase order for the Goods will be deemed a binding offer of contract. The contract will come about through the written acceptance of the offer by altona

Diagnostics (“**Confirmation of Order**”) or through the delivery of the Goods to the Customer.

- 2.3 Ancillary agreements and changes to the agreed services must be confirmed by Altona Diagnostics in writing.
- 2.4 If the Customer cancels the order without justification, Altona Diagnostics reserves the right to demand damages in compensation.

3. Deliveries, Delivery Periods, Default in Delivery, Default in Acceptance, Export

- 3.1 Altona Diagnostics will be entitled to make partial deliveries. Each partial delivery may be invoiced separately.
- 3.2 Altona Diagnostics will deliver as quickly as possible. Delivery periods are not fixed unless Altona Diagnostics has confirmed them in writing as binding. Compliance with the delivery obligation of Altona Diagnostics is subject to the condition precedent of timely and proper fulfillment of the Customer’s obligations, in particular provision of the documents to be procured by the Customer, such as permits and approvals, and receipt of any down payment that may have been agreed.
- 3.3 The Goods will be delivered by shipping. Unless otherwise agreed, Altona Diagnostics will determine the manner and type of shipment (in particular the choice of shipper, packaging and shipping route). Unless otherwise agreed, the risk of accidental loss or deterioration of the Goods shall pass to the Customer as soon as the Goods have been delivered to the shipper or the company or person otherwise appointed to perform the shipping.
- 3.4 If Altona Diagnostics is unable to meet a delivery period for reasons beyond the control of Altona Diagnostics (in particular due to force majeure, interruptions to operations or labor disputes), Altona Diagnostics will inform the Customer of this without delay and notify it of the expected new delivery period. Altona Diagnostics will be released from its obligation to deliver for the duration of the circumstances beyond its control and their effects. If the Goods to be supplied are not OEM products or are made to order (“**Fungibles**”), both parties hereto will have the right to withdraw from the contract as a whole or in part if the Goods are still not available within the new delivery period or if the delivery is delayed by more than 8 weeks.
- 3.5 If the Customer defaults in acceptance or omits to carry out an act of cooperation, or of delivery of the Goods is delayed for other reasons within the control of the Customer, Altona Diagnostics will be entitled to demand compensation for the losses arising as a result, including additional expenses such as storage costs.

3.6 Delivery of the Goods is subject to the proviso that fulfillment does not conflict with obstacles arising from national or international regulations, in particular export control regulations, embargoes and other sanctions. The Customer undertakes to provide all information and documents that are needed for export, shipment or import (e.g. end-use certificates). Delays resulting from export inspections or approval procedures will render deadlines and delivery dates inoperative. If the requisite approvals are not issued, or if the Customer does not provide the necessary documents and information after being set a reasonable deadline, altona Diagnostics will be entitled to withdraw from the contract.

4. Prices and Payment

4.1 The prevailing current price list of altona Diagnostics shall apply. The prices stated are exclusive of statutory value-added tax at the prevailing rate. Unless otherwise agreed, the Customer will bear the costs of packaging and shipping and the costs for any customs duties, fees, taxes or other public charges.

4.2 Unless otherwise expressly agreed, the purchase price will be due for payment within 10 days of issuance of the invoice for the Goods ordered.

4.3 The Customer will enter into default when the payment period stated in section 4.2 expires. For as long as the Customer is in default, the outstanding invoice amount will be subject to interest at the prevailing statutory interest rate on arrears. altona Diagnostics reserves the right to assert a greater loss caused by delay.

4.4 If the Customer is in default with a payment, all claims of altona Diagnostics against the Customer that are still outstanding will fall due for immediate payment. In this case altona Diagnostics will be entitled to perform only contemporaneously with payment or the furnishing of security or – without the setting of a period of grace being required – to withdraw from the contract and demand compensation for the loss it has incurred.

4.5 altona Diagnostics reserves the right to use payments to settle the oldest due invoice items plus the interest on arrears and costs incurred on them in the order of costs, interest and principal.

4.6 The Customer only has rights of set-off and retention to the extent that its claim has been finally and bindingly established, is undisputed or is acknowledged by altona Diagnostics.

5. Reservation of Title

5.1 altona Diagnostics reserves title to the Goods until payment in full of all current and future claims arising from the current business relationship with the Customer. If the validity of

the reservation of title at the Customer's registered office requires application, registration or similar acts, the Customer undertakes to perform these.

- 5.2 altona Diagnostics will be entitled to demand the immediate return of and to take back the reserved Goods from the Customer if the Customer enters into default with the fulfillment of its obligations toward altona Diagnostics.
- 5.3 The Customer must handle the reserved Goods with care (with the due care of a diligent businessperson). It is obliged at its own expense to insure the reserved Goods at their replacement value against damage caused by fire, tap water and theft as well as against damage caused by storm or hail, and hereby assigns its claims to compensation under these insurance policies to altona Diagnostics, which hereby accepts them.
- 5.4 The Customer is not entitled to sell on and/or process the Goods subject to reservation of title.
- 5.5 The Customer is not entitled to pledge, transfer as security or otherwise encumber the reserved Goods. The Customer must notify altona Diagnostics in writing without delay of any distraints or other interventions by third parties, and send it a record of dstraint and a sworn affidavit concerning the identity of the distrained item.

6. Warranty and Liability

- 6.1 The Customer must inspect the Goods immediately after delivery. Obvious defects must be reported in writing to altona Diagnostics without delay, hidden defects upon their discovery. If these deadlines are missed, the defect will be deemed accepted and all rights arising from the defect will be excluded. Timely dispatch of the notification of defects will be sufficient for observance of the deadline.
- 6.2 The Customer bears the full burden of proof for the requirements of warranty claims, in particular the existence of the defect and fulfillment of the obligation to report the defect.
- 6.3 altona Diagnostics may at its option remedy the defect by improvement or substitute delivery. If rectification fails or is refused by altona Diagnostics, the Customer may in principle demand, at its option, either a reduction in the consideration (diminution) or cancellation of the contract (rescission). The Customer must grant altona Diagnostics a reasonable period of time in which to remedy the defect.
- 6.4 The Customer can only demand compensation in damages for a defect under the conditions set out in section 6.6 if the rectification of defects failed or was refused by altona Diagnostics. This shall be without prejudice to the right of the Customer to assert claims for greater damages under the conditions set out in section 6.6.
- 6.5 The limitation period for warranty claims is one year from delivery of the Goods. If the defect was fraudulently concealed, the statutory limitation period shall apply.

- 6.6 Unless otherwise indicated in these GTC including the following clauses, Altona Diagnostics will be liable in accordance with statutory provisions in the case of a breach of contractual or non-contractual obligations and within the scope of fault-based liability in the case of intent and gross negligence. Subject to statutory limitations of liability (e.g. standard of care in one's own affairs), in the case of ordinary negligence Altona Diagnostics will only be liable for (i) losses arising from injury to life, limb or health and (ii) losses arising from a breach of a material contractual obligation. A contractual obligation is material if its fulfillment makes the due performance of the contract possible in the first place and on the fulfillment of which the other party can and does regularly rely; in this case, however, the liability of Altona Diagnostics will be limited to compensation for the foreseeable damage typical for such a contract.
- 6.7 This shall be without prejudice to the liability of Altona Diagnostics under the German Product Liability Act (ProdHaftG).

7. Confidentiality

- 7.1 The Customer and Altona Diagnostics undertake not to disclose to third parties during and after the end of their cooperation any trade secrets of the other party of which they become aware during their cooperation.
- 7.2 The Customer and Altona Diagnostics further undertake not to disclose any other operating processes and business transactions of which they become aware during the term of the contract, regardless of whether or not these are trade secrets. This shall be without prejudice to particular confidentiality agreements and statutory provisions on the protection of confidential information.

8. Data Protection

- 8.1 All processing of personal data of the Customer within the scope of execution of the contract will be performed in compliance with the provisions of the EU General Data Protection Regulation (GDPR) and the statutory data protection provisions of the German Data Protection Act (BDSG).
- 8.2 Further information and statements concerning the handling of the Customer's data and the nature, extent, and purpose of the collection and use of personal data can be viewed on our website www.altona-diagnostics.com.
- 8.3 The Customer shall arrange its internal organization in its respective area of responsibility in such a way that it meets the requirements of data protection. Insofar as the Customer makes plain/real data available to Altona Diagnostics for the performance

of services within the contractual relationship, the Customer warrants that it has complied with all data protection requirements in that regard and is authorized to transmit the plain/real data.

9. Final Clauses

- 9.1 These GTC and all other legal relations between altona Diagnostics and the Customer are governed by the laws of the Federal Republic of Germany, ousting international uniform law, in particular the UN Sales Convention.
- 9.2 The place of performance for the mutual obligations and the exclusive venue for all disputes between altona Diagnostics and the Customer arising from or in connection with this contract shall be the registered office of altona Diagnostics in Hamburg, Germany. However, altona Diagnostics will be entitled to pursue the Customer at its general venue.
- 9.3 Should provisions of these GTC be or become ineffective or unenforceable either wholly or in part, this shall not affect the validity of the remaining provisions. The same shall apply if it should turn out that these GTC contain a loophole. The ineffective or unenforceable provision shall be deemed replaced, or the loophole closed, by a clause that is capable of achieving the economic purpose of the deficient clause to the greatest possible extent.