

1. GENERAL PROVISIONS

1.1. All offers and agreements concluded with us are exclusively based on the following terms and conditions. They apply to transactions with entrepreneurs, legal entities under public law and special funds under public law.

1.2. Any conflicting terms and conditions of the customer shall not be valid. By placing orders, the customer acknowledges these terms and conditions. They shall also apply without explicit agreement to all future transactions between the parties.

2. OFFERS, CONCLUSION OF CONTRACT

2.1. Unless otherwise agreed, our offers are not binding. We reserve the right to make technical changes as well as changes in shape, color and/or weight within the scope of what is reasonable. The purchase contract shall only come into effect through our explicit acceptance of the contract (order confirmation) or through our delivery. Our order confirmation shall be decisive for the scope of the performance obligations.

2.2. There are no oral agreements or collateral agreements.

2.3. Cost estimates, sketches, drawings, specifications, performance descriptions and other documents that are not part of the scope of delivery remain the property of CARLO ERBA Reagents GmbH. They may not be made accessible to third parties. If the contract is not concluded, all documents etc. must be returned to CARLO ERBA Reagents GmbH after a corresponding request.

3. PRICES, PRICE ADJUSTMENTS

3.1. Unless otherwise agreed, all prices quoted by us are "net ex warehouse", e.g., excluding packaging, loading, insurance, customs duties and levies, transport costs and value added tax.

3.2. If we have undertaken the installation or assembly of the goods, the customer shall, unless otherwise agreed, bear all necessary ancillary costs and expenses in addition to the agreed remuneration.

3.3. The prices stated for our delivery are based on the circumstances prevailing at the time of order confirmation. In the event of unforeseeable significant cost increases, e.g., due to price increases by our suppliers or currency fluctuations, we are entitled to pass on the cost increase to the customer.

3.4. If we take over connection and/or installation work, the required effort can only be approximately calculated in advance. If the expenditure is higher than expected due to circumstances unforeseeable for us, in particular due to the circumstances at the customer's premises, the customer shall bear the costs for the additional expenditure to be incurred by CARLO ERBA Reagents GmbH as well as any additional material expenditure.

3.5. In the event of price increases in accordance with 3.3 or 3.4 of more than 15% of the net price, the customer is entitled to withdraw from the contract. The withdrawal must be declared by registered letter immediately after notification of the price increase. Otherwise, the withdrawal is without effect. In the event of withdrawal, the customer shall pay reasonable compensation for the services rendered by us up to this point in time, insofar as these cannot be returned.

4. DELIVERY

4.1. We endeavour to deliver as quickly as possible. Delivery periods must have been agreed in writing. Unless expressly agreed otherwise, they shall start upon conclusion of the contract and complete technical clarification of the execution of the order.

4.2. The observance of deadlines for deliveries presupposes the timely fulfilment of all necessary acts of cooperation, in particular the timely receipt of all necessary information and documents and approvals and releases to be provided by the customer, as well as the observance of the agreed terms of payment by the customer.

4.3. If these conditions are not fulfilled without CARLO ERBA Reagents GmbH being responsible for this, the deadlines shall be extended accordingly.

4.4. If circumstances become known after conclusion of the contract which give rise to doubts about the customer's ability to pay, we reserve the right to make delivery dependent on securities or advance payment.

4.5. Our obligation to deliver shall be suspended in cases of force majeure (unforeseen circumstances and events for which we are not responsible and which could not have been avoided with the diligence

of a prudent businessman, including war, operational or traffic disruptions, strikes, lockouts, shipping disruptions, official orders, pandemic, etc.). If, as a result of the duration of the impediment, one party cannot reasonably be expected to continue to adhere to the contract, the party shall be entitled to withdraw from the contract.

4.6. Insofar as we have concluded a congruent covering transaction with our sub-supplier in good time, delivery dates stated by us shall also be subject to timely and proper self-delivery. Furthermore, we shall be entitled to withdraw from the contract if we are not supplied by our supplier for reasons for which we are not responsible; we shall inform the customer immediately of the non-availability and reimburse any consideration already paid without delay.

4.7. Partial deliveries are permissible as far as reasonable.

4.8. In the event of a culpable delay in delivery, the customer is entitled to set CARLO ERBA Reagents GmbH a reasonable deadline for performance, which as a rule must be at least two weeks.

4.9. In the event of a delay in delivery or impossibility, we shall only be liable for damages in accordance with clause 11.

4.10. The risk of accidental loss and accidental deterioration of the goods shall pass to the purchaser upon handover, in the case of sale by delivery to a place other than the place of performance upon delivery of the goods to the forwarding agent, the carrier or any other person or institution designated to carry out the shipment. A handover shall be deemed to have taken place if the customer is in default of acceptance.

4.11. If the customer wishes to have the goods insured for transport, he must inform CARLO ERBA Reagents GmbH of this in writing. The costs for this insurance shall be borne by the customer.

4.12. If the customer is in default of acceptance, we shall be entitled, after the fruitless expiry of a reasonable period of grace set for the customer, to charge storage costs amounting to 0.5% of the price of the items of the deliveries for each month or part thereof, but not more than a total of 5%. The contracting parties have the right to prove higher or lower storage costs or other damages. Further rights remain unaffected.

5. GENERAL COOPERATION OBLIGATIONS OF THE CUSTOMER

5.1. The customer is obliged to provide all necessary cooperation in a timely manner, in particular to obtain all permits required for the service, to comply with registration and licensing obligations and to provide all necessary information and documents and data as well as to ensure the timely availability of competent contact persons.

5.2. We are entitled to set the customer a reasonable deadline for the performance of an act of cooperation. After unsuccessful expiry of the deadline, we are entitled to withdraw from the contract.

5.3. The products supplied by us may fall under the Chemicals Prohibition Ordinance (Chemikalien-Verbotsverordnung, ChemVerbotsV), the Medical Devices User Notification and Information Ordinance (Medizinprodukte-Anwendermelde- und Informationsverordnung, MPAMIV), the European Regulation on Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH Regulation) or other regulatory provisions. The customer is responsible for compliance with legal and/or official regulations as well as regulatory provisions during transport, storage, handling and use of the products supplied by us.

5.4. The products supplied by CARLO ERBA Reagents GmbH are to be used in compliance with the manufacturer's instructions in its documentation and specifications. The proper use is the sole responsibility of the customer.

5.5. If the customer resells the products, the customer shall take all reasonable steps to inform its customers of the appropriate use of CARLO ERBA Reagents GmbH products.

5.6. The customer shall inform us without delay as he has become aware of any accidents or incidents involving the products supplied by us which have resulted in personal injury or damage to property; the customer shall be required to cooperate fully with CARLO ERBA Reagents GmbH in clarifying and determining the causes of such accidents. He shall make available to us all statements, reports and tests made by him, carried out by him or made available to the customer by others. The transfer of this information to CARLO ERBA Reagents GmbH as well as the examination of information about incidents by CARLO ERBA Reagents GmbH does not establish any liability of CARLO ERBA Reagents GmbH for these accidents or incidents.

6. MEDICAL DEVICES AND IN VITRO DIAGNOSTIC MEDICAL DEVICES

6.1. The products supplied by us are also medical devices and in vitro diagnostics. The customer and CARLO ERBA Reagents GmbH are aware that special legal regulations apply in this regard, such as Regulation (EU) 2017/745 (MDR), the Medical Devices Implementation Act (Medizinprodukteführungsgesetz, MPDG), the Medical Devices Operator Ordinance (Medizinproduktebetriebsverordnung, MPBetreibV), the Medical Devices Dispensing Ordinance (Medizinprodukte-Abgabeverordnung, MPAV), the Medical Devices User Notification and Information Ordinance (Medizinprodukte-Anwendermelde- und Informationsverordnung, MPAMIV), Regulation (EU) 2017/746 (IVDR) and until 26.05.2022, Directive 978/79/EC (IVD) and the Medical Devices Act (Medizinproduktegesetz, MPG) apply. Each party is responsible for compliance with these regulations within its own sphere of influence.

6.2. The customer and CARLO ERBA Reagents GmbH assume that they are subject to special legal obligations as distributors within the meaning of Art. 2 para. 34, 14 MDR and Art. 2 no. 27 IVDR.

6.3. The customer is obliged to support us in the fulfilment of our legal obligations in an appropriate manner, in particular by providing us with all necessary information and documents without delay. He agrees that this information and documentation may also be passed on to third parties if necessary. The obligations of this clause 6.3 apply in particular to information which we require in order to achieve an appropriate level of traceability in accordance with Art. 25 MDR and Art. 22 IVDR and to fulfil our obligations under Section 3 MPAMIV, Art. 14 MDR and Art. 14 IVDR.

6.4. CARLO ERBA Reagents GmbH does not act as an importer within the meaning of Art. 2 para. 33 MDR or Art. 2 no. 26 IVDR and does not have to fulfil any manufacturer's obligations under Art. 16 MDR or Art. 16 IVDR by way of exception.

7. SPECIAL PROVISIONS FOR ASSEMBLY AND ERECTION SERVICES AND REPAIR SERVICES

7.1. If, in addition to delivery, we have also undertaken to carry out installation or assembly or if we undertake maintenance or repair work, the following provisions shall also apply:

7.2. The customer shall create all conditions to enable us to perform the contractually agreed services, in particular the installation and fitting of equipment. In particular, he shall provide suitable premises equipped with the necessary technical facilities, including suitable power sources, at his own expense. Upon request, the customer shall provide all necessary information regarding the location of concealed electricity, gas, water lines or similar information as well as any required static information.

7.3. The customer is responsible for backing up data. In particular, the customer is obligated to back up all data located on the devices before performing the services, especially installation, maintenance or repair work.

7.4. Cost estimates for repair services are not binding.

8. PAYMENT

8.1. Payments are due immediately net without any deductions.

8.2. CARLO ERBA Reagents GmbH is not obliged to accept bills of exchange or cheques. If CARLO ERBA Reagents GmbH declares its willingness to accept bills of exchange or cheques, this shall be on account of performance and under reserve of a final crediting. For bills of exchange CARLO ERBA Reagents GmbH charges the usual bank charges with immediate maturity.

8.3. The customer may only set off or exercise a right of retention against claims of CARLO ERBA Reagents GmbH if and to the extent that the customer's counterclaims are undisputed or legally binding.

9. RETENTION OF TITLE

9.1. All objects of the deliveries (reserved goods) remain the property of CARLO ERBA Reagents GmbH until all claims against the customer arising from the business relationship have been fulfilled.

9.2. The customer is obliged to treat the goods with care and to insure them adequately against the usual risks (theft, fire, water, etc.). During the existence of the reservation of title, the customer is prohibited from pledging or assigning the goods as security.

9.3. The customer is only permitted to resell the goods in the ordinary course of business and only under the condition that the customer receives payment from its customer or makes the reservation that ownership is not transferred to the customer until the customer has fulfilled his payment obligations. The customer assigns to CARLO ERBA Reagents GmbH all claims arising from the resale of the goods. If we are only entitled to co-ownership of the goods subject to retention of title, the advance assignment shall be limited to that part of the claim which corresponds to the share of our co-ownership. CARLO ERBA Reagents GmbH accepts the assignment. We revocably authorize the

customer to collect the claims assigned to us for his own account and in his own name. CARLO ERBA Reagents GmbH reserves the right to collect the assigned claims itself as soon as the customer does not meet his payment obligations.

9.4. In the event of a breach of contract by the customer, in particular in the event of default in payment, CARLO ERBA Reagents GmbH is entitled to withdraw from the contract and to demand the return of the goods.

9.5. In the event of seizures, confiscations or other dispositions, damages or interventions by third parties, the customer must immediately notify CARLO ERBA Reagents GmbH. If the reserved goods are combined with other items not belonging to CARLO ERBA Reagents GmbH to form a new item, CARLO ERBA Reagents GmbH shall be entitled to a co-ownership share in the new item (§ 947 para. 1 BGB). The co-ownership share is determined according to the ratio of the invoice value of the reserved goods to the invoice value of the other processed goods at the time of processing. If the customer acquires sole ownership through the combination (§ 947 para. 2 BGB), he shall transfer to CARLO ERBA Reagents GmbH the co-ownership in the amount of the quota resulting from the ratio of the invoice value for the reserved goods to the invoice value of the other main item.

10. WARRANTY FOR DEFECTS

10.1. Only the product description of CARLO ERBA Reagents GmbH is deemed to be agreed as the quality of the goods. We point out that the illustrations, drawings, quality, quantity, weight, dimension and performance data contained in our offers and printed matter only represent approximate values. Public statements, recommendations or advertising by CARLO ERBA Reagents GmbH or a third party do not constitute a contractual description of the quality of the goods. Relevant "identified uses" for the products according to the European Chemicals Regulation (REACH Regulation) do not constitute an agreement on a corresponding contractual quality of the goods nor a presumed use according to the contract. CARLO ERBA Reagents GmbH does not give any guarantees or assurances in the legal sense. A guarantee or assurance is only given if it is expressly designated as such.

10.2. In the event of defects in the goods, we shall be entitled at our discretion to subsequent performance, either by repair or subsequent delivery. In particular, we are entitled to demand that the customer returns the goods to us - if necessary, at our expense - for the purpose of rectification.

10.3. If the supplementary performance fails, the customer is entitled to proceed to the other legal claims for defects, in particular to reduce the purchase price, to withdraw from the contract or to claim damages. The customer does not have the right to withdraw from the contract due to insignificant defects. For rights of withdrawal and claims for damages due to defects, the special provisions in clause 11 shall apply in addition to the statutory requirements.

10.4. Claims for defects shall be excluded if, in the case of defects which are obvious on proper inspection of the goods, we do not receive a notice of defect in text form without delay, at the latest within 10 days of receipt of the goods. In the case of defects that are not obvious, the period shall be calculated from the discovery of the defect.

10.5. The customer may only withhold payments to an extent that is reasonable in relation to the defects that have occurred.

10.6. No warranty shall apply in the event of defects and damage due to unauthorized intervention or incorrect behavior on the part of the customer, for example, if the customer puts the item into operation incorrectly, operates it incorrectly, does not observe maintenance or operating instructions (in particular maintenance by third parties) or those relating to the intended use, uses third-party parts or non-approved operating materials, unless the customer proves that the defect is not due to the behavior of the customer.

10.7. Clause 12 shall apply to the limitation of claims for defects.

10.8. If the customer receives defective assembly instructions, CARLO ERBA Reagents GmbH is only obliged to deliver assembly instructions free of defects if the defect in the assembly instructions prevents proper assembly. This applies accordingly in the case of defective operating instructions.

10.9. CARLO ERBA Reagents GmbH is not obliged to take back goods which are returned to CARLO ERBA Reagents GmbH without any defect. If CARLO ERBA Reagents GmbH takes back the goods and issues a credit note, this is done by deducting the packaging and shipping costs incurred as well as 10% of the purchase price (at least 10 EURO) for administrative costs, unless higher costs are proven in individual cases by CARLO ERBA Reagents GmbH or lower costs are proven by the customer. If the goods are damaged, CARLO ERBA Reagents GmbH may furthermore deduct an appropriate reduction in value from the credit note.

10.10. CARLO ERBA Reagents GmbH is obliged to deliver the goods free of industrial property rights and copyrights of third parties (hereinafter: property rights) only in the country of the place of delivery. If a third party raises justified claims against the customer due to the infringement of property rights by

goods delivered by CARLO ERBA Reagents GmbH and used in accordance with the contract, CARLO ERBA Reagents GmbH shall, at its option and at its expense, first either obtain a right of use for the goods concerned, modify them in such a way that the property right is not infringed, or replace them. Claims of the customer are excluded if the infringement of the property right is caused by specifications of the customer, by an application not foreseeable for CARLO ERBA Reagents GmbH or by the fact that the goods are modified by the customer or used together with products not supplied by CARLO ERBA Reagents GmbH.

10.11. The customer is obliged to notify CARLO ERBA Reagents GmbH without delay in text form of any claims asserted by third parties. He may not acknowledge infringements. Defence measures or settlement negotiations are exclusively reserved for CARLO ERBA Reagents GmbH. If the customer discontinues the use of the goods for reasons of mitigation of damages or other important reasons, he is obliged to point out to the third party that the discontinuation of use is not connected with an acknowledgement of an infringement of property rights.

10.12. In the event of defects in work performances (assembly, installation or repair measures), the customer shall be entitled to demand subsequent performance in accordance with the statutory provisions. The assertion of further rights is only permissible if the subsequent performance has failed. This also applies to the right to substitute performance. In all other respects, the foregoing provisions, including the obligation to give notice of recognisable and identified defects (clause 10.4) and limitation provisions (clause 10.7), shall apply *mutatis mutandis*.

11. WITHDRAWAL RIGHTS AND LIABILITY

11.1. For the right to withdraw from the contract, the statutory provisions shall apply with the proviso that the customer can only withdraw from the contract due to a breach of duty not consisting in a defect, insofar as the breach of duty is caused by CARLO ERBA Reagents GmbH.

11.2. We shall only be liable for damages of any kind - if the other conditions for a claim are met - in the event of intent and gross negligence. We shall only be liable for simple negligence in the event of a breach of an obligation, the fulfilment of which is a condition for the proper execution of the contract and on the observance of which the contractual partner may regularly rely (cardinal obligation). In all other respects, liability for damages of any kind, regardless of the basis of the claim, including liability for culpa in contrahendo, is excluded.

11.3. Insofar as we are liable for negligent conduct pursuant to Section 11.2, our liability shall be limited to the damage that we could typically expect to occur under the circumstances known at the time the contract was concluded. Beyond this, liability for slight negligence is excluded to the extent permitted by law.

11.4. The above exclusions and limitations of liability shall not apply insofar as we have assumed a guarantee, nor for damages which are to be compensated according to the Product Liability Act, or for damages to life, body or health.

11.5. The above exclusions and limitations of liability shall also apply in favor of our employees, vicarious agents and other third parties whom we use for the performance of the contract.

11.6. Liability is not assumed for third-party services (e.g., assembly and maintenance by customers or third parties).

12. LIMITATION

12.1. The limitation period for claims due to defects is one year.

12.2. Other contractual claims of the customer for a breach of duty shall become time-barred after one year. This does not apply to the customer's right to withdraw from the contract due to a breach of duty for which we are responsible and which is not due to a defect.

12.3. By way of derogation, the statutory limitation periods shall apply to the following claims of the customer:

12.3.1. claims for damages arising from product liability, for damages arising from injury to life, limb or health or a material contractual obligation as well as for other damages based on an intentional or grossly negligent breach of duty by us or our vicarious agents,

12.3.2. Claims for reimbursement of expenses pursuant to section 478 para. 2 BGB,

12.3.3. Claims due to fraudulent concealment of a defect.

12.4. Our claims against the customer shall become time-barred in accordance with the statutory provisions.

13. DISPOSAL INSTRUCTIONS

13.1. The delivered goods will not be taken back by us after the end of use. After checking the legal regulations, we assume that there is no disposal responsibility according to the Electrical Act

(Elektrogesetz, ElektroG) and in this respect refer to the EU Directive 2011/65/EU (RoHS), ElektroG, which applies in each case in the valid version. However, we would like to point out that the delivered goods are subject to special disposal regulations due to the contamination arising during intended operation / use (e.g. medical products) or due to their chemical composition (e.g. chemical products). In particular, the guidelines on the proper disposal of waste from health care facilities must be observed.

13.2. In any case, the customer assumes the obligation to inform himself on his own responsibility about all legal disposal regulations and to carry out the disposal in accordance with the legal requirements at his own expense.

13.3. In the event of a transfer of the delivered goods, in particular a resale, the customer is obliged to inform the purchaser of the applicable disposal regulations and to oblige him to comply with them or to ensure disposal himself in accordance with the statutory provisions.

13.4. The customer shall indemnify us on first demand against all possible claims asserted against us due to improper disposal.

13.5. Our claim for assumption of disposal / release from claims due to improper disposal by the customer shall not become time-barred before the expiry of two years after the final termination of use of the device. The two-year period of suspension of the statute of limitations shall commence at the earliest upon receipt by us of a notification in text form from the customer regarding the termination of use.

14. FINAL PROVISIONS

14.1. The law of the Federal Republic of Germany shall apply. The provisions of the UN Convention on Contracts for the International Sale of Goods shall not apply.

14.2. The place of performance is the registered office of CARLO ERBA Reagents GmbH. The exclusive place of jurisdiction is - as far as legally permissible - the registered office of CARLO ERBA Reagents GmbH. CARLO ERBA Reagents GmbH is entitled to take legal action at the customer's registered office.

14.3. Should individual provisions of the contract, including these General Terms and Conditions, be or become invalid in whole or in part, this shall not affect the validity of the remaining provisions. In this case, the wholly or partially invalid provision shall be replaced by a provision whose economic success comes as close as possible to that of the invalid provision.