

General Terms and Conditions

General Provisions

The following general terms and conditions shall apply to all contracts with MetaHeps GmbH. By placing an order, the customer accepts the following conditions if not agreed upon otherwise. The purchase conditions of the customer shall not be binding for MetaHeps GmbH, even if they are not expressly excluded. Solely the Sales Conditions of MetaHeps GmbH shall apply, even if the customer's order contains restrictions or additions to the contrary.

Prices

The prices are net in EUR according to the prices valid on the day of ordering (latest price list). Unless it is unacceptable for a particular case, then MetaHeps GmbH shall be entitled to effect partial deliveries which can each be invoiced separately. In the event of a substantial increase in the costs before delivery of the order, these costs can, following notification to the customer, be added to the price agreed upon. The customer shall be entitled to cancel the order within 7 days of notification of the price increase.

Placement of Order

Offers and orders submitted orally or by remote data transmission or by e-mail shall only be legally binding where they are confirmed in writing by MetaHeps GmbH or where the reports/goods have been sent with invoice to the customer. Offers shall be subject to change unless otherwise agreed upon.

Delivery

Shipping shall always be at the risk of the customer. The risk passes when the goods have reached the laboratories of MetaHeps GmbH.

Delivery Time

Shipping samples to MetaHeps GmbH will always be arranged by MetaHeps GmbH if not agreed upon otherwise. MetaHeps GmbH will not accept samples that are sent without prior clearance by MetaHeps GmbH. The delivery times stated by MetaHeps GmbH in offers and orders shall always be non-binding. To the extent that force majeure or circumstances are given for which the customer or a pre-supplier is responsible, the delivery time shall be extended to a reasonable extent, or MetaHeps GmbH can cancel the delivery.

Packaging

The delivery shall always include manufacturer packaging. Other packaging shall be selected by MetaHeps GmbH according to the respective requirements. The use of customer-specific packaging can only be done following prior agreement.

Data Protection

MetaHeps GmbH shall be entitled to use all relevant customer data under the provisions of the German Federal Data Protection Act (Bundesdatenschutzgesetz) for their own purposes.

Complaints, Warranties and Liability

The customer shall immediately after receipt of the reports / goods inspect whether the nature and quantity correspond to the contractual agreement. Missing data or defects that are detectable with proper inspection of the goods and deliveries of goods and quantities other than those ordered must be claimed within fourteen days of receipt of the goods. Hidden defects are to be reported to the supplier immediately upon discovery, but no later than six months after receipt of the goods. If the customer fails to raise timely complaints, then the goods shall be deemed accepted in terms of quality and quantity.

MetaHeps GmbH shall assume no liability whatsoever for the quality and validity of data generated by the use of MetaHeps GmbH services, which are to be used for research purposes only. This shall also apply to all products sold by MetaHeps GmbH.

If the customer passes to third parties data that was generated with services supplied by MetaHeps GmbH, then the customer shall indemnify MetaHeps GmbH against all claims asserted by third parties against MetaHeps GmbH directly or indirectly (e.g. by way of recourse) due to the quality and validity of the data generated.

The foregoing limitations of liability shall not apply to:

- a) damage caused intentionally
- b) damage resulting from injury to life, limb or health caused by negligent breach of duty by MetaHeps GmbH or intentional or negligent breach of duty by one of their legal representatives or agents
- c) other damage resulting from grossly negligent breach of duty by MetaHeps GmbH or intentional or grossly negligent breach of duty by one of their legal representatives or agents
- d) damage resulting from negligent breach of a cardinal duty by MetaHeps GmbH (in the case of reports/goods ordered, the cardinal duty by

MetaHeps GmbH is to dispatch the reports/goods ordered, unless otherwise agreed upon) and
e) liability under mandatory statutory regulations (e.g. product liability law).

Terms of Payment

Payments for the delivery of goods shall be effected within 14 days of invoicing without deduction. For payments by bank transfer, check or credit card, the payment obligation shall be fulfilled only when the invoiced amount is finally credited to the bank account of MetaHeps GmbH. For overdue amounts, MetaHeps GmbH shall be entitled to charge interest in the amount of their bank interest rates, but at least in the amount of the statutory default interest rate.

Cancellation of Orders / Return of Goods

If an order is cancelled by the customer prior to delivery of the goods, then MetaHeps GmbH shall be entitled to charge the customer all costs incurred by the cancellation. This shall apply in particular for cancellation fees that MetaHeps GmbH is charged by their suppliers. Return of goods that are free of defects shall only with the express consent be effected free house to MetaHeps GmbH.

Retention of Title

All goods delivered shall remain the property of MetaHeps GmbH until the customer has paid to them all obligations from the mutual business relationship. The customer must immediately inform MetaHeps GmbH of any restriction of their rights to the goods in their ownership, in particular seizures. If the customer fails to fulfill his obligations in full, then he must upon request surrender the goods to MetaHeps GmbH, even if they do not cancel the contract.

Intellectual Property Rights and Copyrights of Third Parties

MetaHeps GmbH shall assume no liability for the contractual products not infringing any third-party intellectual property rights. The customer shall immediately inform MetaHeps GmbH of any claims lodged against him for this reason. To the extent that the products delivered were manufactured according to designs or instructions from the customer, the customer shall indemnify MetaHeps GmbH against all claims raised by third parties due to the infringement of intellectual property rights and copyrights. An adequate retainer shall be provided for any costs of litigation.

Advisory Service without Obligation

To the extent that MetaHeps GmbH advises customers, this shall be done to the best of knowledge and belief and to the extent possible, but without obligation. This shall apply in particular with regard to observing any third-party property rights. The customer shall always remain obliged to examine whether and to what extent the product ordered is suitable for the intended purposes.

Applicable Law

The contractual relationship shall be subject to the laws of the Federal Republic of Germany. The provisions of the United Nations Convention shall not apply.

Place of Performance

Place of performance for the obligations of MetaHeps GmbH shall be Martinsried/Munich. Place of performance of the obligations of the customer shall likewise be Martinsried/Munich.

Place of Jurisdiction

Exclusive place of jurisdiction to the extent permitted by law for all disputes arising from the contractual relationship shall be Munich.

Validity of Individual Provisions

Should individual provisions be invalid, then the validity of the remaining provisions shall not be affected