1. General

a) Our Terms and Conditions shall apply to all our deliveries and services, as well as to information and advice provided.

b) Our Terms and Conditions shall apply exclusively; we will not recognize terms and conditions of the customer that conflict with or deviate from our Terms and Conditions, unless we have given express written consent to their effectiveness. Our Terms and Conditions shall apply even in the event that we perform delivery to any customer without reservation although we are aware of customer conditions that conflict with or deviate from our Terms and Conditions.

c) All the agreements made between us and the customer for the performance of this contract have been set forth in writing in this contract.

d) Our Terms and Conditions shall also apply to any future business with the customer.

e) Our Terms and Conditions shall only apply to entrepreneurs within the meaning of Section 14 of the German Civil Code (BGB), provided the contract forms part of the common course of business.

2. Offers

a) Our offers shall be non-binding, unless they have been expressly designated as binding or fixed offers.

b) Our leaflets and price lists shall be for information only. The data contained therein shall not constitute any assurance as to specific characteristics and / or prices and shall be non-binding.

c) We reserve absolute property rights and copyrights with respect to the exploitation of cost-estimated objection to any third party if we have given our prior consent. Although due care has been used in the development of the technical data contained therein (including weights and dimensions), such data are subject to error. The same applies to any information provided in our marketing records. Such information shall not be construed as a warranty assurance; for the customer, however, they shall be binding.

d) The customer's order is a binding offer. We shall be entitled to accept such offer within two weeks by sending an order confirmation or to ship the ordered delivery item by the end of the announced delivery period. Announced delivery periods are always expected times and not fixed date.

e) We shall only be required to check our incoming e-mails once a week. Any email received between 8 a.m. and 5 p.m. shall be deemed received at 8 p.m. on the following working day, unless receipt of the e-mail is shown to be demonstrative. Any receipt of an email received outside of these hours shall be deemed received at 5 p.m. on the following working day, unless receipt can be demonstrated, the obligations under BGB Section 312 e (1) BGB. If 1 to 3 shall be deemed eliminated by agreement.

f) Any samples and specimens shall be non-binding samples for inspection. Any purchase based on samples and / or specimens shall be subject to standard industry or normal production deviations. No guarantee as to properties and durability shall be implied as a result of the delivery of samples and / or specimen, unless such guarantee is expressly specified in the order confirmation note.

g) Samples and specimens shall be returned in perfect condition within four weeks at the customer's cost. If they are not returned within such period, we shall be entitled to charge, for the sample, the purchase specific in the current price list or according to a submitted offer.

3. Prices

a) Unless otherwise agreed upon, prices shall be ex works at Bad Homburg. They shall be based on the prices prevailing at the time when the order is entered into. Should the delivery period exceed four months, we reserve the right to adjust our prices to any cost increases or cost reductions occurring after the conclusion of the contract – even if the contract is concluded before the event. Such adjustment shall only be made accessible to any third party if we have given our prior consent. Although due care has been used in the development of the technical data contained therein (including weights and dimensions), such data are subject to error. The same applies to any information provided in our marketing records. Such information shall not be construed as a warranty assurance; for the customer, however, they shall be binding.

b) Our prices do not include statutory value-added tax. If the statutory rules governing the collection of statutory value-added tax are amended or changed, the amount invoiced and if there are no more restitution reservations.

c) Our offers shall be non-binding and thus only legally binding if our explicit confirmation shall be required.

4. Delivery Dates

a) Unless otherwise expressly agreed upon, any delivery and performance dates shall only be determined and agreed upon in writing. In the event of any written agreement, subject to reservation of title.

b) Goods shall be transported at the customer's risk. Even if we choose the means of transport, carrier and / or route, the goods shall travel at the customer's own risk, to the exclusion of any liability whatsoever on our part. If so requested by the customer, we shall take out transport insurance over the shipment, with the customer bearing any costs incurred as a result of that.

e) The purchaser shall be entitled to instruct his own forwarder to pick up the goods. But in this case costs, e.g. Export documents at shipping abroad, must be carried out by the purchaser.

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6. Reservation of Title

a) We shall retain title to the goods supplied by us until payment has been made of any and all of the claims arising for whatever reason, particularly, without limitation, from any previous mutual business. In the event of continuous settlement, the title reserved shall be deemed a security for our balance receivables. We shall have the right to determine which parts of total liabilities the customer's payments on account are to be credited.

b) If the goods delivered are combined with other movable objects in such a way that such goods are to be considered essential components of the new objects, the customer shall, already now, assign to us any official or co-ownership of the new objects. In the event of any cost incurred in connection with such intervention by us, indicating the value of our claim. The customer shall be obliged to provide to us any information and records that may be required for the assertion of our rights. In the event of any restitution reservations, the customer will not recognize terms and conditions of the customer that conflict with or deviate from our Terms and Conditions.

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i) Should Financial circumstances deteriorate significantly after the conclusion of the sales contract and we have already been advised, we shall be entitled to make delivery contingent on prior performance of all the customer's payment obligations, including those arising from other deliveries made by us. In the event of any cost incurred in connection with such intervention by us, indicating the value of our claim. The customer shall be obliged to provide to us any information and records that may be required for the assertion of our rights. In the event of any restitution reservations, the customer will not recognize terms and conditions of the customer that conflict with or deviate from our Terms and Conditions.
7. Use of Our Products
   a) Unless expressly stated otherwise, our products may be used for research purposes and professional use through physicians only.
   b) Use of our products, notably in diagnostics for commercial purposes, may affect third-party property rights.

8. Liability for Defects
   a) If our performance exhibits a defect in material or title (hereinafter referred to as „defect”) before the shelf life limit is reached, whose cause already existed at the passage of risk, the customer shall be entitled to subsequent performance, which, at our option, may take the form of rectification or replacement, with the proviso that we shall always be entitled to two rectification attempts.
   b) Whenever a defect is remedied, we shall be obliged to bear all the expenses required for remedying the defect, notably transport costs, travel expenses, labor and material costs, provided such expenditure is not increased as a result of the fact that the purchased item was shipped to a location other than the place of performance.
   c) Whatever the case, a prerequisite for our liability for defects shall be that the customer carefully examined the goods delivered for completeness and propriety immediately after their arrival at his location, even if samples or specimens had been sent previously. Defects shall be reported in writing immediately, with the proviso that such notification shall not be sent later than eight weekdays after receipt of the delivery item at the destination, or – if such defects were not detectable through a proper examination – within seven weekdays following their detection.
   d) The following shall apply to transport damage: When it comes to defects detectable upon delivery, including defects in quantity and weight detectable upon delivery, we shall only be liable if the customer raises complaints to the carrier about such defects upon receipt of the goods and if the customer has the carrier acknowledge such complaint in writing and notifies us of such complaint in writing without delay. In the event that damage is detected after delivery, a definite prerequisite for our liability shall be that the customer reports the complaint to the carrier in writing immediately after detecting the damage – but not later than 14 days after taking delivery – and advises us of such complaint in writing without delay. In damaged goods arrive late, we shall be liable only if the carrier is notified within 7 days after the goods have been made available to the customer. In such a case, we shall also be advised of the complaint in writing without delay. Complaints shall contain a description of the defects, which shall be as detailed as possible.
   e) In the event of complaints, payments by customers may only be withheld to an extent which is in reasonable proportion to the expected defect removal costs. Again, such retention shall be permissible only if the customer’s claims are undisputed or final and absolute. Whenever such complaint is unjustified, we shall be entitled to ask the customer to reimburse us for the expenses incurred.
   f) In the event of any complaint, the purchaser shall not be entitled to effect any changes or rework at our costs without our consent. If such complaint is upheld, all of the customer’s expenses incurred in connection with the present contract, we shall be entitled to reimbursement, notably transport costs, travel expenses, labor and material costs, for damages caused to the delivery item itself, as well as for damage not caused to the delivery item itself, such as loss of profit and other property damage sustained by the customer. Any claims by the customer for damages arising from the application and interpretation of any provision, which shall be as close as possible to the economic purpose intended by the eliminated provision.

9. Claims for Damages and Compensation for Expenses
   a) We shall be liable under the applicable law if the customer claims damages for willful intent or gross negligence, including willful intent and gross negligence committed by our representatives or vicarious agents. Insofar as we are not blamed for any willful breach of contract, liability for damages shall be limited to foreseeable, typical damage.
   b) We shall be liable under the applicable law if we breach a material contractual obligation in a culpable way, with damage liability being limited in such a case to the foreseeable, typical damage. Material contractual obligations are those obligations that must be fulfilled to make proper execution of the contract possible and on whose fulfillment the contracting parties can regularly rely.
   c) The liability for any culpable injury to life, body or health shall remain unaffected; this shall also apply to mandatory liability under the Product Liability Act.
   d) Any further liability shall be excluded, irrespective of the legal nature of the claim asserted. In particular, this shall apply to claims for liability culpa in contrahendo, to any other breach of duty or to claims in tort for compensation in the event of property damage under BGB Section 823 and for damage not caused to the delivery item itself, such as loss of profit and other property damage sustained by the customer.
   e) Any claims by the customer for damages arising from the application and interpretation of analytical results obtained through the use of our products shall be excluded.
   f) The limit defined under Paragraph (e) shall also apply if the customer demands compensation for useless expenses instead of compensation for the damage. Furthermore, the customer’s claims shall be limited to the amount of the interest he holds in the performance of the contract.
   g) If liability for damages towards us is excluded or limited, such limitation shall also apply with respect to the personal liability for damages of our employees, workforce, staff, representatives and vicarious agents.

10. Place of Performance, Place of Jurisdiction and Governing Law
   a) The place of performance for delivery and payment shall be Bad Homburg.
   c) In the event of any dispute arising out of or in connection with the present contract, we shall be entitled to choose between recourses to general courts of law and to arbitral tribunals. Should any claim be asserted against us as a result of any dispute arising out of or in connection with the present contract, we shall be obliged to exercise our options within a reasonable period of time prior to the start of legal proceedings if the other Party so requests in due course. Only in the event of a refusal to choose or a late choice do we waive the defense of arbitral jurisdiction accordingly.
   d) If recourse to arbitration proceedings is chosen, the following shall apply: Any disputes arising out of or in connection with this contract or its validity shall be finally decided pursuant to the Arbitration Rules of the German Institution of Arbitration e.V. (DIvS) in force on the date when the contract is concluded and without recourse to the ordinary courts of law. The arbitral tribunal shall be composed of three arbitrators. The place of arbitration shall be our place of business. The procedural law of this place shall be applied if the Rules of DIS do not provide for any relevant regulations. The language of the arbitral procedure shall be German. The substantive law of the Federal Republic of Germany shall apply without reference to any other law. The application of the United Nations Convention on the International Sale of Goods – U.N. Sales Convention (CISG) – and the reference regulations of the private international law shall be excluded.
   e) If recourse to general courts of law is chosen, the following shall apply: The place of jurisdiction shall be our place of business. However, we shall also be entitled to sue the customer at any other legal venue.
   f) If individual provisions of the above Terms and Conditions are or become invalid, the validity of the remaining provisions and of the contract shall not be affected thereby in any way. The contracting Parties shall then implement the contract with a valid substitute provision, which shall be as close as possible to the economic purpose intended by the eliminated provision.