
General Terms and Conditions of Autoimmun Diagnostika GmbH**Status: July 2024****A. General terms and conditions of service****1. Scope of application**

- 1.1** These General Terms and Conditions (hereinafter: GTC) of Autoimmun Diagnostika GmbH (hereinafter: "AID", "we" or "us") shall apply exclusively to customers who are entrepreneurs within the meaning of Section 14 (1) of the German Civil Code (BGB), i.e. natural or legal persons or partnerships with legal capacity who are acting in the exercise of their commercial or independent professional activity **when concluding** the transaction, as well as to customers who are legal entities under public law or special funds under public law.
- 1.2** These GTC apply to all contracts with the customer for the delivery of goods, in particular diagnostic products and image analysis devices, as well as spare parts for such goods, which are in vitro diagnostic medical devices within the meaning of Art. 2 No. 2 of Regulation (EU) 2017/746 on in vitro diagnostic medical devices, as well as general laboratory equipment, reagents and diagnostic medical devices for research purposes (Special Conditions under B.). In addition, these GTC also apply to repair services commissioned by the customer for the goods sold by us, which are carried out by us for the customer outside the guarantee and warranty and are remunerated on the basis of a separate agreement (Special Conditions under C.). The provisions of these General Terms and Conditions of Service under A. apply to the services regulated under B. and C.
- 1.3** These GTC apply exclusively in our relationship with the customer. They shall also apply to all future business transactions and to all business contacts with the customer, such as the commencement of contract negotiations or the initiation of a contract, even if they are not expressly agreed again or if they are not expressly referred to again. We expressly reject the validity of the customer's general terms and conditions of order or purchase.
- 1.4** Previous agreements and earlier versions of our General Terms and Conditions are superseded by these GTC.
- 1.5** If, in any individual cases, contractual obligations are created in relation to any person or commercial entity who are not intended to become parties to the contract, the limitations of liability in these GTC shall also apply to them, provided that these GTC were included in relation to the third parties when the contractual obligation was established. This is particularly the case if the third parties have gained knowledge or already had knowledge of these GTC when the contractual obligation was established.
- 1.6** Acceptance of our services and deliveries by the customer shall be deemed acceptance of the validity of these GTC.

2. Conclusion of contract

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- 2.1** Unless otherwise agreed, our offers are subject to change and non-binding.
- 2.2** We shall only be bound by an order if it has been confirmed by us in writing by means of an order confirmation or if we commence execution of the order.
- 3. Scope of delivery and service, performance deadlines**
- 3.1** Our written offer or our written order confirmation shall determine the scope of our delivery or service. Any additional agreement or amendment shall require our written confirmation. If our offer or our order confirmation is based on information provided by the customer (data, figures, illustrations, drawings, system requirements, etc.), our offer shall only be binding if such information was correct. If it becomes apparent after conclusion of the contract that the order cannot be carried out in accordance with the customer's specifications, we shall be entitled to withdraw from the contract if and to the extent that the customer is not prepared to accept the alternative solution proposed by us and to bear any additional costs actually incurred.
- 3.2** We shall be entitled to provide partial performance and deliveries to a reasonable extent in relation to all goods, works and services.
- 3.3** We shall be entitled to use subcontractors to fulfil our contractual obligations.
- 3.4** As soon as we become aware of the risk of the customer being unable to pay, we shall be entitled to deliver goods only against advance payment or the provision of security. Our right to withdraw from any individual contract already concluded shall remain unaffected if and insofar as the customer fails to make an advance payment or provide security within a reasonable period.
- 3.5** Delivery and performance periods and dates are based on the best possible information, but are generally non-binding. Our delivery periods shall commence on the date of our order confirmation or, in the case of orders on call, on receipt by us of the customer's respective call. However, the commencement of the delivery period and compliance with delivery dates shall be subject to the customer's timely and proper performance of its duties of cooperation, its provision of all documents required and any agreed advance payments.
- 3.6** If it is agreed that the customer pays in advance, delivery or service can only take place after we have received the purchase price in full.
- 3.7** In the event of force majeure or other extraordinary circumstances for which we are not responsible, in particular epidemics or pandemics, labor disputes, operational disruptions for which we are not responsible, civil unrest, official measures or other unavoidable events, we shall not be in default. In this case, we are also entitled to withdraw from the contract if we are already in default. In particular, we shall not be in default in the event of delays in delivery if these are caused by incorrect or late delivery by our suppliers for which we are not responsible. In the event of hindrances of a temporary nature, the delivery periods shall be extended or the delivery dates postponed by the period of the hindrance plus a reasonable start-up period.
- 3.8** If we have concluded a so-called congruent covering transaction for our performance (i.e. we have ordered the required delivery items from our suppliers before concluding
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the contract with the customer), agreed delivery and performance deadlines are subject to our correct and timely self-delivery by our suppliers/subcontractors with the deliveries and services that we require for the performance. If, for reasons for which we are not responsible, such correct and timely self-delivery/service provision does not take place, we shall not be in default. In this case, we shall be entitled to withdraw from the contract. We shall inform the customer immediately of such impediments to performance and reimburse any services already rendered by the customer without delay.

- 3.9** If we are contractually obliged to perform in advance, we may refuse any such performance incumbent upon us if it becomes apparent after conclusion of the contract that our claim to consideration is endangered by the customer's inability to pay. This shall be the case in particular if the consideration to which we are entitled is endangered due to poor financial circumstances of the customer or other impediments to performance are imminent, e.g. in the event of force majeure or other extraordinary circumstances for which we are not responsible, including but not limited to epidemics or pandemics, industrial disputes, operational disruptions through no fault of our own, civil unrest, official measures or other unavoidable events, or due to export or import bans, war events, insolvency of suppliers or sickness-related absences of necessary employees.

4. Terms of payment

- 4.1** Unless otherwise agreed with the customer, all payments shall be due for payment to us within 30 days after the invoice is issued (invoice date), without any deduction. If we provide our deliveries or services in definable partial sections, we shall be entitled to demand payment of a corresponding part of the remuneration for each partial section.
- 4.2** In case of payment by instalment has been agreed, the entire outstanding balance shall immediately become due if the customer is in arrears with two instalments in whole or to a not insignificant extent or if he is in arrears in a period extending over more than two instalment payment dates in the amount of at least one monthly instalment payment.
- 4.3** The customer shall not be entitled to make deductions without express agreement.
- 4.4** If the customer has its registered office outside Germany and the contractual agreement with the Customer does not provide for delivery against advance payment, we are entitled, even without a separate agreement, to make our performance subject to the provision of a documentary credit (letter of credit) by a bank or savings bank authorised in the European Union in accordance with the currently applicable Uniform Customs and Practice for Documentary Credits (UCP 500) of the International Chamber of Commerce (ICC) in the amount of the gross performance price. If we do not request the provision of such a documentary credit and unless otherwise agreed in the contract, our claim shall become due upon receipt of the delivery. If we make

our deliveries in definable partial sections, we shall in any case be entitled to make a corresponding part of the remuneration due for each partial section and, if applicable, to demand the provision of a documentary letter of credit for each partial section.

- 4.5** If the customer is in default of payment, he shall compensate us for any damage caused by default, in particular interest at a rate of 9 percentage points above the base interest rate. If the Customer is in default with the payment of a due amount or partial amount for more than 14 days, if the Customer violates the obligations resulting from a retention of title or if the consideration due to us is endangered due to poor financial circumstances of the Customer, the entire outstanding balance of any and all claims shall become due for payment immediately.
- 4.6** If the customer is in default of payment, we are also entitled to carry out outstanding deliveries only against advance payment or provision of security and, after setting a reasonable grace period, to withdraw from the concluded contract or to claim damages for non-performance, without prejudice to the right to take back the goods delivered under retention of title at the customer's expense.
- 4.7** Payment by bill of exchange or acceptance shall be permitted only after an express agreement on such and only on account of payment. Any additional costs incurred in the event of payment by bill of exchange or acceptance shall be borne by the customer and shall be invoiced to the customer separately.
- 4.8** Only those claims which are undisputed or confirmed by way of a final legal judgment may be set off against any amount we may claim under our right to remuneration. The same applies to the exercise of any right of retention. The Customer shall be entitled to exercise any right of retention only insofar as it is based on the same contractual relationship.
- 4.9** Any assignment of claims against us by the Customer shall require our prior approval, which we shall only refuse for good cause.

5. General liability

5.1 The customer may claim damages only as follows:

5.1.1 for damages based on

- an intentional or grossly negligent breach of duty on our part or
- an intentional or grossly negligent breach by of duty by one of our legal representatives, executives or agents ("Erfüllungsgehilfe" within the meaning of § 278 BGB)

of obligations that are not material contractual obligations (cardinal obligations) and are not main or ancillary obligations in connection with defects in our deliveries.

5.1.2 for damages which are based on the intentional or negligent breach of essential contractual obligations (cardinal obligations) on our part, on the part of one of our legal representatives, executives or agents ("Erfüllungsgehilfen" within the meaning of § 278 BGB). Material contractual obligations (cardinal obligations) within the meaning of the above subsections 5.1.1 and 5.1.2 are

obligations whose fulfilment is essential for the proper execution of the contract and on whose compliance the customer regularly relies.

- 5.1.3** Furthermore, we shall be liable for damages due to the negligent or intentional breach of obligations in connection with defects in our delivery (subsequent performance or ancillary obligations) and
- 5.1.4** for damages that fall within the scope of protection of a guarantee (assurance) expressly given by us or a guarantee of quality or durability.
- 5.2** In the event of a breach of a material contractual obligation involving simple negligence, liability shall be limited to the amount of damage typically to be expected and foreseeable by us at the time of conclusion of the contract when exercising due care.
- 5.3** Claims for damages by the customer in the event of a simple negligent breach of a material contractual obligation shall become time-barred one year after the statutory limitation period begins. This does not apply to any damage or injury in relation to life, limb or health.
- 5.4** Claims for damages against us arising from mandatory statutory liability, for example under the Product Liability Act, as well as from injury in relation to life, life, limb or health shall remain unaffected by the above provisions of this paragraph and shall exist to the extent permitted by law within the statutory time limits.
- 5.5** If third parties are commissioned or involved in the initiation or execution of the contractual relationship between the parties, the above-mentioned warranty and liability limitations shall also apply to the third parties.
- 5.6** Any rights of a Customer under § 445a, § 445b and § 478 of the Civil Code (BGB) where the Customer or its subsequent Customers are in a supply chain shall remain unaffected in accordance with the following provisions:
- 5.6.1** The Customer shall bear the burden of proof to establish that the expenses for subsequent performance were necessary and that it could not have refused subsequent performance to its buyer in accordance with § 439 (4) BGB or could not have performed subsequent performance in a more cost effective manner.
- 5.6.2** Any claim under § 445a (1) BGB shall expire under § 445b (1) BGB within one year from our delivery to the Customer.
- 5.6.3** The limitation period for the Customer's claims against us based on a defect in a newly-manufactured item, as defined in §§ 437 and 445a (1) BGB, shall expire at the earliest two months after the date on which the Customer has satisfied the claims of its buyer, provided that the claims had not yet expired in the relationship between the Customer and its buyer. This suspension of expiry shall end at the latest five years after the date on which we have delivered the goods to the Customer.

6. Confidentiality

- 6.1** The Customer undertakes, during the term of the contract, to keep secret all

information which becomes accessible to him in connection with the contract and which is designated as confidential or which is recognisable as being a business or trade secret due to other circumstances ("Confidential Information"), and further undertakes not to record or pass on any such Confidential Information to any third party or exploit such information in any way, unless this is expressly approved in writing beforehand or required to achieve the purpose of the contract. This confidentiality obligation shall remain in force for a further ten years after the complete performance or ending of the related order.

6.2 The Customer's obligations under 6.1 shall also apply to business secrets within the meaning of § 2 Clause 1 of the German Business Secrets Act (Geschäftsgeheimnisgesetz, "GeschGehG").

6.3 The Customer undertakes to protect business secrets within the meaning of § 2 No. 1 GeschGehG the same way as other Confidential Information from being obtained by third parties by means of confidentiality measures that are appropriate under the circumstances. The secrecy measures shall at least correspond to the level of care customary in the trade as well as the level of protection that the Customer applies to its own trade secrets of the same category.

6.4 The above shall not apply to any information which,

- was already known to the Customer before the start of the contract negotiations or which are communicated by third parties as non-confidential, provided that these do not violate confidentiality obligations on their part,
- the Customer has developed independently,
- is or becomes publicly known through no fault or action of the Customer, or
- which must be disclosed due to legal obligations or orders by a court or a public authority.

In the last situation the Customer shall notify us without undue delay before any disclosure. If the Customer claims one of the above exceptions to be applicable, the Customer shall bear the burden of proof in this respect. Further obligations in relation to confidentiality existing at law shall remain unaffected hereby.

6.5 The Customer shall not be entitled to obtain trade secrets or other Confidential Information by observing, examining, dismantling or testing an item or object within the meaning of Section 3 (1) GeschGehG ("Reverse Engineering"), unless the item or object has been made publicly available or mandatory legal standards permit such reverse engineering.

7. Miscellaneous: Place of performance, place of jurisdiction, contract language, severability clause, applicable law

7.1 The customer shall provide us with the valid VAT identification number issued to him by a member state of the European Union immediately upon conclusion of the contract. The customer is also obliged to inform us of any changes to the VAT identification number at any time. Should we incur any damage due to a missing, incorrect or incomplete notification of the VAT identification number by the customer, in particular due to a resulting loss of the tax exemption for intra-Community deliveries

in accordance with §§ 4 No. 1 lit b), 6a UstG, the customer shall be obliged to compensate us. This shall not apply if the customer is not responsible for the breach of duty.

7.2 The place of performance shall be Albstadt, Germany.

7.3 The exclusive place of jurisdiction for all disputes arising between the parties out of or in connection with contracts concluded under these GTC or concerning their validity shall be Albstadt, provided that the customer is a merchant, a legal entity under public law or a special fund under public law or the customer has no general place of jurisdiction in the Federal Republic of Germany or has relocated his place of jurisdiction abroad. As an exception to this, we are also entitled to take legal action against the customer at his general place of jurisdiction.

A merchant is any entrepreneur who is entered in the commercial register or who operates a commercial business and requires a commercially organized business operation. The customer has his general place of jurisdiction abroad if he has his place of business abroad.

7.4 If the customer has its registered office outside the EU and the EEA, the following shall apply instead of Clause 7.3: All disputes arising out of or in connection with contracts concluded under these GTC or concerning their validity shall be finally settled in accordance with the Arbitration Rules of the German Institution of Arbitration (DIS) without recourse to the ordinary courts of law. The arbitration tribunal shall consist of three arbitrators. The place of arbitration is Albstadt. The language of the proceedings shall be German.

7.5 The contractual language is English. If the parties also use another language, the English wording shall take precedence in accordance with the agreement.

7.6 Should a provision in these GTC or a provision within the framework of other agreements be or become invalid, this shall not affect the validity of all other provisions or agreements.

7.7 The contractual and other legal relationships with our customers shall be governed by German law to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

B. Special conditions for the sale and delivery of goods

1. Scope of application

1.1 These Special Terms and Conditions for the Sale and Delivery of Goods apply to all contracts with the Customer for the delivery of goods, in particular diagnostic products and image analysis devices, as well as spare parts for such goods, which are in vitro diagnostic medical devices within the meaning of Art. 2 No. 2 of Regulation (EU) 2017/746 on in vitro diagnostic medical devices, as well as general laboratory equipment, reagents and diagnostic medical devices for research purposes.

1.2 Together with the General Terms and Conditions of Service under A., these special terms and conditions apply exclusively to the sale and delivery of goods in our relationship with the customer.

2. Call-off orders

Insofar as the customer orders a certain number of goods from us, which are only delivered successively within a certain contractual period after a respective call-off by the customer (call-off orders), the following shall apply: Unless otherwise agreed, the contractual period within which the call-offs are to be made shall be a maximum of one year. If the customer does not call off all goods from the respective call-off order during the contractual period, he shall be obliged to call off and accept the goods not yet called off in full within 6 months of expiry of the contractual period (grace period) at the latest, without any request for acceptance or notice of default on our part being required. If this grace period of six months has expired without the customer having completely called off and accepted the goods from the call-off order, we shall be entitled at any time to deliver and invoice the remaining goods from the call-off order or to withdraw from the order with regard to the goods not yet called off (contractual right of withdrawal). Withdrawal must be declared to the customer within 4 weeks of expiry of the grace period at the latest.

3. Supplementary conditions to the scope of delivery and service

- 3.1** Our deliveries are free of material defects if they meet the agreed requirements with regard to quality and use as well as the agreements with regard to any accessories or instructions.
- 3.2** We owe the transfer of ownership and the transfer of the object of purchase.
- 3.3** We take out a transport insurance for goods to be shipped only at the express request of the customer. We then take out the transport insurance in the name and for the account of the customer.

4. Sales shipment, transfer of risk, prices, shipping costs

- 4.1** The goods shall be shipped to the location specified by the customer in the order, unless otherwise agreed between the parties in the specific contract (in particular the application of Incoterms).
- 4.2** Unless otherwise agreed, the risk of loss or deterioration of the goods shall pass to the customer when the goods are handed over for shipment, even if partial deliveries are made. If dispatch is delayed for reasons attributable to the customer, the risk shall pass to the customer upon notification of readiness for dispatch.
- 4.3** Our prices are net prices and are determined according to the price list valid at the time the contract is concluded. Value added tax at the statutory rate will be added to the invoice.
- 4.4** Standard national and product-related (e.g. in the case of shipping dry ice) shipping costs incurred in connection with an order will be indicated to the customer in the order confirmation and charged to the customer. Additional costs incurred in connection with express and special shipments will also be charged to the customer.

- 4.5** Expenses and travel costs shall be invoiced separately, unless otherwise agreed. Travel and accommodation costs shall be reimbursed by the customer upon presentation of a copy of the receipts and deduction of the input tax amounts contained therein, unless otherwise agreed in writing between the parties prior to the execution of the trip. Please refer to our offer or our order confirmation for the current travel and expense rates. If no rates are listed there, please refer to our current price list for the currently valid rates.
- 4.6** If a performance period of more than four months is agreed between the time of confirmation of the order and the performance of the service, we shall be entitled to pass on to the customer any increases in costs incurred by us in the meantime as a result of price increases to a corresponding extent. The same shall apply if a performance period of less than four months was agreed, but the service can only be performed by us later than four months after the confirmation of the order for reasons for which the customer is responsible.
- 5. Retention of title**
- 5.1** We reserve title to all the goods delivered by us until such time as payment is rendered in full in relation to all our current and future claims arising from the agreed contract and other ongoing business transactions (secured claims).
- 5.2** Goods subject to a retention of title shall not be pledged to any third party or assigned as security until all secured claims have been paid in full. The Customer must inform us without undue delay in text or written form if and to the extent that any third party accesses goods belonging to us.
- 5.3** If the Customer acts in breach of contract, including but not limited to in case of any non-payment of the purchase price due, we shall be entitled to withdraw from the contract in accordance with the statutory provisions and/or demand the return of the goods on the basis of our retention of title. Any demand for the return of goods shall not in itself constitute a declaration of withdrawal from the contract; we are entitled to demand a return of goods and to continue to reserve our right to withdraw from the contact. If the Customer fails to pay the purchase price due, we may exercise these rights only if we have set a further reasonable deadline by which payment must be made or, if such an additional deadline is not required by law.
- 5.4** Any costs incurred in connection with the assertion of this retention of title (also vis-à-vis third parties) shall be borne by the customer.
- 5.5** The Customer shall be entitled to resell and/or process the goods in the ordinary course of business subject to our retention of title. In such case the following provisions shall also apply:
- 5.5.1** Any retention of title shall cover the full value of the goods resulting from processing, mixing or combining of our goods with other goods, whereby we shall be deemed the manufacturing person in the sense of § 950 BGB. If in any processing, mixing or connection with other goods, a third party retains its retention of title, we shall then acquire a co-ownership in proportion to the invoice value of the processed, mixed or combined goods (“resulting product”). In all other respects, the same shall apply to

the resulting product as to the goods delivered under retention of title by us.

- 5.5.2** The Customer hereby assigns to us by way of security any claims against third parties arising from the resale of the goods or the item, in whole or to the amount of our possible co-ownership share in accordance with the above provision. We hereby accept this assignment. The obligations of the Customer as set out in this Section **Fehler! Verweisquelle konnte nicht gefunden werden..** above shall also apply with regard to the assigned claims.
- 5.5.3** In addition to us, the Customer shall remain authorised to collect the claim. We undertake not to collect a claim provided that the Customer meets its payment obligations towards us, is not in default in relation to any payment, no application has been made for the commencement of insolvency proceedings and there is no other deficiency in terms of the Customer's ability to pay. In the event of any of the above, we may require the Customer to disclose to us any assigned claim and the details of the respective debtor, provides all other details necessary for the collection and all related documentation and notifies the debtor (third party) of the respective assignment.
- 5.5.4** If the realisable value of any security exceeds our claim by more than 10%, we shall, at our discretion, release security at the request of the Customer.
- 5.6** The Customer must treat the reserved goods with diligent care. At our request, the Customer must adequately insure the reserved goods at replacement value against fire, water damage and theft at its own expense. Insofar as any maintenance or inspection work becomes necessary, the Customer shall carry out such at its own expense and in good time.
- 5.7** If the effectiveness of this retention of title depends upon its due registration, e.g. in one or more public registers in the Customer's country, we shall be entitled and authorized by the Customer to effect such registration at the Customer's expense. The Customer shall be obliged to provide at no charge all the support necessary for such registration.

6. Warranty for defects and general liability

- 6.1** The limitation period for claims based on defect in our goods (sing.: "item") shall be one year from the date of statutory commencement of the limitation period. After the expiry of this year, we may refuse to undertake any subsequent performance without the Customer being entitled to claim a reduction in price, withdraw from the contract or claim damages as a result. This reduction of the statutory limitation period shall not apply to claims for damages other than those based on refused subsequent performance and shall generally not apply to claims based on a fraudulent concealment of any defect and to recourse claims according to section (§) 445a BGB; the statutory limitation periods shall apply to such claims.
- 6.2** For the purpose of determining whether an item is free of defects at the time of transfer of risk, a concluded quality agreement shall prevail over the objective requirements of the item within the meaning of § 434 (3) BGB.
- 6.3** An accepted intended use of the goods within the meaning of § 434 (2) no. 2 BGB,

shall be subject to our comprehensive information by the Customer in writing in regard to such intended use prior to conclusion of the contract, as well as our specifically declared consent.

- 6.4** Goods delivered by us shall be deemed to meet the objective requirements of the usual quality with regard to the durability of the item in accordance with § 434 (3) s. 1 no. 2, s. 2 BGB, if at the time of the transfer of risk the item has the capacity to maintain its required functions and performance under normal use.
- 6.5** The acceptance of goods, returned to us by the Customer, shall not constitute an acknowledgement of the defect, unless such acknowledgement is expressly declared by us.
- 6.6** Any claim of the customer due to defects in the delivery to be made by us shall be subject to the following provisions:
- 6.6.1** If the delivered item is defective, we may initially choose whether to provide subsequent performance by remedying the defect (rectification) or by delivering a defect-free item (replacement delivery). The right to refuse the chosen type of subsequent performance under the statutory conditions remains unaffected.
- 6.6.2** With regard to defects in any software supplied by us, the software shall be deemed free of defects if we show the customer a workaround that is reasonable for the customer. Workarounds are temporary bridging of an error or fault in software, in particular without intervention in the source code.
- 6.6.3** We are entitled to make the subsequent performance owed dependent on the customer paying the purchase price due. However, the customer is entitled to retain a reasonable part of the purchase price in proportion to the defect.
- 6.6.4** The customer must give us the time and opportunity required for the subsequent performance owed, in particular to hand over the rejected goods for inspection purposes. In the event of a defect, we are entitled to make a subsequent delivery dependent on the customer returning the defective item and any use made of it to us step by step in accordance with §§ 346 to 348 BGB. There is no obligation to take back the replaced item.
- 6.6.5** If the customer has installed the defective item in another item or attached it to another item in accordance with its type and intended use after the defect has become apparent, we are not obliged to reimburse the customer for the necessary expenses for removing the defective item and installing or attaching the repaired or delivered defect-free item.
- 6.6.6** If the customer has installed the defective item in another item or attached it to another item in accordance with its type and intended use before the defect became apparent, we shall only be obliged to reimburse the customer for the necessary expenses for the removal of the defective item and the installation or attachment of the repaired or delivered defect-free item within the scope of subsequent performance if the customer has previously given us the opportunity to carry out these actions ourselves within a reasonable period of time.

- 6.6.7** We shall bear the expenses necessary for the purpose of inspection and subsequent performance, in particular any transport, travel, labor and material costs, provided that the alleged defect actually exists.
- 6.6.8** The customer shall bear the costs of rectification or subsequent performance incurred as a result of the purchased item having been taken to a location other than the customer's business premises after delivery.
- 6.6.9** In the event that any claim for rectification of a defect by the Customer proves to be unjustified, we shall be entitled to claim reimbursement from the Customer of any costs incurred.
- 6.6.10** If the defect is due to a modification of the object of purchase by the customer not authorized by us (e.g. modification of the operating system or similar), we shall not be obliged to provide subsequent performance or rectification.
- 6.7** If the Customer is a merchant within the meaning of the German Commercial Code (HGB), the following shall also apply:

The Customer's claims for defects, in particular the claims for subsequent performance, withdrawal from the contract, reduction of the purchase price and damages, require that the Customer has fulfilled its statutory obligations to examine the goods and give notice of defects (§§ 377, 381 HGB). If a defect becomes apparent during the inspection or later, we must be notified of this in writing without delay. The notification shall be deemed to be made without delay if it is made within 10 days of discovery of the defect; timely dispatch of the notification shall suffice to meet the deadline. Irrespective of this obligation to inspect and give notice of defects, the Customer shall notify us in writing of obvious defects (including incorrect and short deliveries) within fourteen days of delivery; timely dispatch of the notification shall also suffice to meet the deadline. If the Customer fails to duly inspect the goods and/or notify us of defects, our liability for such defect not notified to us shall be excluded. This shall not apply if we have fraudulently concealed the defect.

A merchant is any entrepreneur who is entered in the commercial register or who operates a commercial business and requires a business operation set up in a commercial manner.

- 6.8** Our general liability is determined in accordance with A. Clause 5.
- 7. Regulatory requirements in the field of in-vitro diagnostics and medical devices**
- 7.1** We are subject to the obligations set out in Regulation (EU) 2017/746 of the European Parliament and of the Council of 5 April 2017 on in vitro diagnostic medical devices and repealing Directive 98/79/EC and Commission Decision 2010/227/EU (IVDR) and their respective national implementing legislation. Both we and the customer are obliged to comply with the current IVDR. In particular, the customer is obliged to forward complaints or reports, e.g. about suspected incidents, from healthcare professionals, patients or users in connection with our goods to us immediately after becoming aware of them. The customer must also keep a register of complaints, non-

conforming products, recalls and withdrawals, as well as keep us informed about this monitoring and provide us with all relevant information at our request.

- 7.2** Necessary communication within the meaning of Clause 7.1 must be made via prrc@aid-diagnostika.com with PRRC.
- 7.3** The customer shall keep its records (including the names of end customers and the precisely identifiable products). Upon our reasonable request, the customer shall provide us with all requested information (end customer, batch number, delivery date) necessary for us to fulfill our obligations under the IVDR. In the event of the customer's insolvency, the customer shall retain all of the above information in a law firm to ensure access in the event of inquiries from regulatory authorities.
- 7.4** With the exception of the cases listed in Clause 7.3, the customer is not obliged to pass on the names of end customers to us.
- 7.5** The customer is obliged to fulfil all obligations that exist under the current IVDR for distributors of in-vitro diagnostics.

C. Special conditions for the provision of work services

1. Scope of application

- 1.1** The following Special Terms and Conditions for Work Services shall apply in addition to our General Terms and Conditions of Service (Clause A) to all contracts with the customer for the provision of work services, in particular the provision of repair services, which are carried out by us apart from guarantee and warranty against separately agreed remuneration.
- 1.2** Together with the General Terms and Conditions of Performance under A., these special terms and conditions apply exclusively to the provision of work services in our relationship with the customer.

2. Supplementary provisions on the scope of our services

We are obliged to adhere to a completion date specified in writing as binding. If the scope of work changes or expands compared to the original order and a delay occurs as a result, we must inform the customer immediately of a new completion date, stating the reasons.

3. Changes during the execution of the work/Change Request

- 3.1** We may - at the customer's request or at our own request - agree changes to the work with the customer. The agreements shall be recorded and signed. Insofar as no agreements are made regarding remuneration or other contractual provisions, in particular time schedules with regard to the agreed changes, the changes must be carried out within the framework of the contractual provisions agreed up to that point.
- 3.2** If we do not reach agreement with the customer on the changes requested by us or the customer, the following shall apply:

The customer is entitled to request changes from us until acceptance. The change requests must be submitted to us in writing. We shall examine the change request. We shall accept changes requested by the customer unless they are unreasonable for us within the scope of our operational capacity. We shall inform the customer in text form within 14 days of receipt of the change request whether

- the change request is accepted and implemented in accordance with the previous provisions of the contract.
- The change request affects contractual provisions, e.g. price, execution deadlines, etc.: In this case, we shall inform the customer of the conditions under which the change can be implemented. The change shall only be implemented if the customer accepts the change on the terms we have communicated within 14 days of receipt of the notification.
- The examination of the feasibility of the change request is extensive: In this case, we can make the examination of the change dependent on the customer paying for the examination effort. In such a case, we are obliged to inform the customer in writing of the time required and the costs for the examination. The inspection order shall only be deemed to have been issued once the customer has commissioned us in writing to carry out the inspection.
- The change request is rejected.

If we do not respond to the change request within 14 days of receipt, the change request shall be deemed to have been rejected.

We observe the generally recognized test methods and the applicable statutory regulations when performing the service.

4. Duty to cooperate

The customer shall - insofar as this is necessary according to the type of work to be performed - cooperate in the development and creation of the work to the extent necessary and shall inform us in good time of the requirements to be complied with by him due to legal or operational regulations. If work cannot be carried out on our premises, the customer shall provide us or our employees with the necessary work equipment (e.g. suitable premises, workstations, monitors, documentation tools, etc.), electricity and telecommunications lines at its own expense for the duration of the work.

5. Acceptance

The work shall be handed over after completion. If handover is excluded due to the nature of the work, notification of completion shall be issued. After completion and handover or - if handover is excluded due to the nature of the work - after notification of completion, the work shall be accepted. The customer shall accept the completed work within the agreed period, otherwise within a reasonable period, but at the latest within a period of two weeks after handover or - if handover is excluded due to the nature of the work - after completion. The period begins with our written notification to the customer that the work has been completed. The work shall be deemed to have been accepted upon expiry of the agreed period for acceptance if the customer neither declares acceptance in writing or in text form as an e-mail, nor informs us in writing which defects still need to be remedied. We shall draw the customer's attention to this legal consequence upon notification of completion of the work.

In the event of default of acceptance, we may charge the customary local storage fee. The object of the order may also be stored elsewhere at our discretion. The costs and risks of storage shall be borne by the customer.

6. Warranty and liability

- 6.1** We warrant ("gewährleisten") that the work to be provided is free of material defects, unless the defect is insignificant. The customer shall notify us of insignificant defects; these shall be remedied by us as part of the next repair measure.
- 6.2** The following applies to the question of when our work performance is defective: Insofar as we provide a workaround solution for software, the work provided shall not be deemed defective; in this context, we are also entitled to make changes to the configuration of the hardware or software if and insofar as the operability of the hardware or software is not impaired individually or as a whole as a result.
- 6.3** Claims of the customer for subsequent performance due to defects in the work to be provided by us shall exist in accordance with the following provisions:
- The customer must give us the time and opportunity required for the subsequent performance owed, in particular to hand over the rejected goods to us for inspection purposes.
 - We are entitled to carry out the rectification of defects on the customer's premises. We shall also fulfil our obligation to rectify defects by providing updates with an automatic installation routine on a standard data carrier or online via remote maintenance or as a download from a homepage and by offering the customer telephone support to solve any installation problems that may arise.
 - We shall bear the expenses necessary for the purpose of inspection and subsequent performance, in particular transport, travel, labor and material

costs, if a defect actually exists. If the customer's request to remedy a defect proves to be unjustified, we may demand reimbursement of the resulting costs from the customer.

- The following shall apply to the claim for subsequent performance due to a defect in the work performed by us: If we are not in a position to remedy the defect or provide a fault-free subsequent delivery, we shall show the customer ways of avoiding the defect. Insofar as these are reasonable for the customer, the workarounds shall be deemed subsequent performance. Workarounds are temporary bridging of an error or fault in software, in particular without interfering with the source code.
- If necessary, the user documentation will also be adapted in the event of a rectification.

6.4 The limitation period for claims due to defects is 12 months from acceptance of the respective service. After expiry of this year, we may in particular also refuse subsequent performance without this giving rise to claims against us by the customer for reduction, withdrawal or compensation. This shortening of the limitation period does not apply to claims for damages other than those for refused subsequent performance and it does not generally apply to claims for fraudulent concealment of the defect.

6.5 Our general liability is governed by A. Clause 5.

7. Extended lien („Pfandrecht“)

7.1 We are entitled to a contractual lien on the customer's items which we have obtained possession of on the basis of the contract for work due to our claim arising from a concluded contract for work.

7.2 The contractual right of lien may also be asserted for claims arising from work carried out earlier and other services insofar as they are related to the subject matter of the order. The contractual lien shall only apply to other claims arising from the business relationship insofar as these are undisputed or a legally binding title exists and the object of the order belongs to the customer.

8. Remuneration

The remuneration to be paid by the customer according to the actual work incurred shall be determined by separate agreement on the basis of our hourly rates valid at the time and to be taken from the specific offer. With regard to the terms of payment, A. 4. shall apply accordingly.