

## STANDARD TERMS OF DELIVERY AND SALE OF EPIGENOMICS AG

### § 1 General

The following Standard Terms of Delivery and Sale shall apply to all offers, commissions, orders, deliveries and services relating to the delivery and sale of our products; as well as any other agreements, offers, commissions, orders, deliveries and services concluded within the scope of existing business relations in the future, even if these terms have not been agreed explicitly. Any deviations herefrom must be agreed in writing. Other, deviating terms (in particular other Standard Terms and Conditions) shall not be part of the agreement, unless we have expressly and in written form consented to their applicability. This shall apply even if we have not explicitly opposed these terms or if there is no corresponding (specific or general) provision to this effect in our Standard Terms of Delivery and Sale. In this case, statutory law shall apply.

### § 2 Offers, scope of performance, written form

1. We may accept an order made pursuant to § 145 German Civil Code (BGB) within 2 weeks by sending a written confirmation.
2. The scope of our services is subsequently determined by our written confirmation of order in connections with these Standard Terms of Delivery and Sale.
3. Supplementary agreements and/or amendments shall only come into effect once they have been confirmed by us in writing. Written form may neither be replaced by simple nor qualified electronic form.

### § 3 Prices

1. Our prices are to be understood as ex works (Incoterms 2000) plus packaging, loading and sales tax in the respective statutory amount. Services shall be charged in Euro according to the prices valid on the date of delivery plus the applicable statutory sales tax. We will state the statutory amount of the sales tax applicable on the billing date separately in the invoice.
2. In the event of an increase in costs for which we are not responsible, we reserve the right to increase the prices accordingly.

### § 4 Delivery period, terms of delivery

1. Delivery shall be ex works (Incoterms 2000).
2. The adherence to a delivery period agreed upon in writing shall require the clarification of all commercial and technical issues between us and the buyer and the buyer's fulfilment of all obligations incumbent upon him. Should this not be the case, the delivery time shall be extended by a reasonable period of time. We reserve the right to further rights and claims.
3. Part deliveries by us shall be permissible, unless this is considered to be unreasonable for the other contracting party.
4. In the event of delayed delivery caused by force majeure and impediments which are beyond our control and responsibility (including the fault of our suppliers, stoppages, labor disputes, etc.) the contracting party shall not be entitled to claim compensation for damages.

5. Goods shall always be dispatched by us at the buyer's own risk.

## **§ 5 Payments, right to off-set**

1. Unless stated to the contrary, all payments shall become due within 10 days of the billing date. All payments are to be made in full to one of our accounts without deductions.
2. In the event of default, we shall be entitled to charge default interest at a rate of 5 percent (in the case of traders 8 percent) points above the base lending rate. Furthermore, we shall be entitled to additional compensation by law.
3. A contracting party may only offset counterclaims or exercise a right of retention if such counterclaims are with regard to their cause and amount undisputed by us, accepted or have been bindingly established in court.

## **§ 6 Retention of title**

Delivered goods shall remain our property until all outstanding payments from the buyer have been received. The buyer shall not be entitled to pledge or assign our reserved goods as security to third parties.

## **§ 7 Inspection and objection**

The buyer agrees to duly inspect the delivered goods immediately upon delivery at his own account and to report to us without delay any defects, wrong deliveries or short deliveries in writing. Notice of obvious defects, wrong deliveries or short deliveries must be issued within a period of 2 weeks following delivery. Unless set forth otherwise in this § 7, § 377 German Commercial Code (HGB) shall apply.

## **§ 8 Warranty, statute of limitations**

1. Irrespective of the legal grounds, we shall accept a liability (even in the case of losses resulting from breaches of duty with contractual negotiations) only in the event of intent or gross negligence on the part of Epigenomics AG, our legal representatives or other vicarious agents (*Erfüllungsgehilfen*). We shall also be liable in case of a breach of a material contractual obligation due to negligence, gross negligence or intentional misconduct of Epigenomics AG, our legal representatives or other vicarious agents, however, in this case our liability is restricted to foreseeable damages which can be typically expected in such case. Material contractual obligations shall be those obligations, the fulfilment of which is required for the agreed performance of the agreement and the compliance of which is and may be generally expected by the contractual partner.
2. The above limitations of our liability shall not apply to culpable loss of life, physical injury or damage to health. The same shall apply in case of a mandatory statutory liability, in particular, under the Product Liability Act, in case of a guarantee or fraudulent intent.
3. Further liability on our part - regardless on what legal grounds - in particular for breaches of other obligations, tort claims due to damage to property pursuant to § 823 German Civil Code (BGB) is excluded herewith.
4. All warranty claims against us shall become statute time-barred 24 months following the passing of risk.

## **§ 9 Authorized Use**

1. Our products are intended only for the uses stated in our respective product documentations. Any other type of consumption or application in humans or animals is not permissible.
2. It is understood that should you, as the purchaser of our products, decide to exceed the research limitation of our products, you are completely responsible for obtaining any necessary intellectual property permission, compliance with any and all applicable regulatory requirements and conducting necessary testing. The purchase of our RUO products does not convey any license for any non RUO applications, in particular not for any use in diagnostic applications.

## **§ 10 Data protection**

Prior to publishing data determined by us in the course of a commission - in the event of our company name being named - our prior approval shall be sought.

## **§ 11 Cancellation, return**

The return of faultless goods shall require our prior approval. In the event of the order being cancelled unilaterally by the buyer, he shall bear all costs incurred as a result of the cancellation and/or return of the goods. Further rights exist pursuant to § 649 German Civil Code (BGB) and shall not be excluded herewith.

## **§ 12 Place of performance, choice of law, jurisdiction**

1. The place of performance and fulfillment for obligations of the buyer shall be our principal place of business in Berlin.
2. This contract is governed by the law of the Federal Republic of Germany to the exclusion of all other conflicting laws and the UN convention on Contracts for the International Sale of Goods (CISG).
3. For traders, corporate bodies under public law as well as separate estate under public law as well as all cases referring to transactions abroad, the following applies: All disputes arising herefrom shall be settled before a competent court of law in Berlin (our registered place of business). In addition, we are entitled, to bring actions to the court of the customer's residence.

## **§ 13 Severability**

If a provision in this Agreement should be or become invalid, this shall not affect the validity of the remaining provisions. The parties shall replace the invalid provision by a valid provision which comes as close as possible to the sense and purpose of the invalid provision. The above applies accordingly in case of gaps.