



General Terms and Conditions of Purchase of Lab Logistics Group GmbH

As amended on 23rd February 2021

1. Scope

1. The following General Terms and Conditions of Purchase shall apply to all the procurement contracts of Lab Logistics Group GmbH (LLG), Meckenheim. We do not acknowledge conflicting terms and conditions of the Supplier or those that deviate from our General Terms and Conditions of Purchase, unless we have expressly approved them in writing. Our General Terms and Conditions of Purchase shall apply even if we accept the delivery in the knowledge of conflicting terms and conditions of the Supplier or those that deviate from our terms and conditions.
2. Our General Terms and Conditions of Purchase shall only apply with respect to entrepreneurs (Section 14 German Civil Code (BGB)), legal entities under public law and public law special funds.

2. Conclusion of the contract

1. Our purchase orders shall only be regarded as binding when they have been submitted or confirmed in writing.
2. Unless we have expressly waived an order confirmation, every purchase order must be confirmed in writing within one week, stating the binding delivery period. A delayed acceptance of our purchase order or an acceptance with supplementary conditions shall be regarded as a new offer and must be accepted by us.

3. Prices, price adjustments, terms of payment

1. The price quoted in the purchase order shall be binding. We expressly refute the Supplier's right to adjust the price. Prices must be quoted without the statutory VAT. The VAT must be indicated separately in all cases.
2. Unless otherwise agreed in the individual case, the price shall include all of the Supplier's services and ancillary services (e.g. assembly and installation) as well as all the ancillary costs (e.g. proper packaging and transport costs, including any transport and third-party liability insurance).
3. Invoices must indicate the order number and the date of our purchase order or call-off and the tax number of the Supplier. Agreed part deliveries or residual deliveries must be identified as such in the delivery note and in the invoice. If one or more of these requirements are not met and processing by us is consequently delayed in the ordinary course of business, the payment periods specified in paragraph 4 shall be extended accordingly.
4. Unless otherwise agreed, payments shall be made net within 30 days of the delivery or acceptance or the receipt of the invoice, whichever is latest, or within 14 days with a 3 % early payment discount. In the event of a bank transfer, the payment shall be on time if our bank receives our transfer instruction before the expiry of the payment period; we shall not be responsible for delays by the banks involved in the payment process.
5. The Supplier's claims against us may not be assigned to third parties without our prior express written consent.
6. We shall not owe any default interest. In the event of a late payment, the statutory provisions shall apply.
7. We shall be entitled to rights of set-off and rights of retention to the statutory extent. The Supplier can only invoke a right of set-off or a right of retention to the extent to which its claim is undisputed, acknowledged or legally established.



4. Transfer of risk, shipping, packaging

1. The delivery shall take place DDP (pursuant to Incoterms 2020 or the respective current version), unless otherwise agreed. The place of performance for the delivery obligation shall be our registered place of business in Meckenheim, unless otherwise agreed.
2. The risk shall be transferred to us upon the proper handover at the agreed place of delivery. If an acceptance procedure is agreed, this shall be decisive for the transfer of risk.
3. If it is agreed that we shall assume the shipping costs and if we do not engage the carrier ourselves, the Supplier must choose the means of transport that is most cost-effective and most suitable for us.
4. The packaging must avoid damages during transportation. It must observe the rules that are applicable at the time of delivery. The Supplier is obligated to take back packaging materials on our request.
5. A packing slip and a delivery note indicating our order number, article description and article number must be enclosed with all shipments. An advice of dispatch must also be sent to us by separate post. If one or more of these requirements are not met, we shall not be responsible for the resulting delays.

5. Part deliveries, default in delivery, retention of title

1. The delivery period quoted in the purchase order shall be binding.
2. Part deliveries or part services shall only be permitted with our prior consent.
3. If the Supplier has grounds to assume that it will not be able to meet its obligations, in full or in part, or that it will not be able to meet these on time, it must inform us of this immediately.
4. If the Supplier fails to provide its service, in full or in part, or fails to provide it within the agreed delivery period, or if it is in default, our rights – especially the right to withdraw from the contract and the right to compensation – shall be determined according to the statutory provisions. The provisions of paragraph 5 shall remain unaffected.
5. If the Supplier is in default, we can demand – in addition to further-reaching statutory claims – flat rate compensation for our damages caused by the default to an amount of 1 % of the net price for each full calendar week, not to exceed 5 % of the net price of the goods that are delivered late. We reserve the right to prove that we have incurred greater damages. The Supplier retains the right to prove that we have incurred no damage or only a damage that is considerably less than the above flat-rate compensation.
6. The transfer of ownership of the goods to us must take place unconditionally and regardless of the payment of the price. If we accept an offer of the Supplier to transfer ownership that is conditional upon the payment of the purchase price, the Seller's retention of title shall lapse upon the payment of the purchase price for the delivered goods at the latest. In the ordinary course of business, we remain authorised to resell the goods with an advance assignment of the resulting claim even before the purchase price has been paid (alternatively, a simple retention of title extended to the resale shall apply). At any rate, all other forms of retention of title shall be excluded, especially the expanded or forwarded retention of title and the retention of title extended to the further processing.

6. Export controls and customs

1. The Supplier is obligated to inform us, in its business documents, about any licence requirement for the (re-)export of its goods in accordance with German, European or US export and customs regulations and the export and customs regulations of the country of origin of its goods. To this end, the Supplier shall provide the following information in its price lists, offers, order confirmations, invoices, or separately on our request for the respective items:
 - the export list number pursuant to Annex AL to the German Foreign Trade Regulations, the European Annex IV to the EC Dual-Use Regulation, the European Annex I or comparable list items of relevant export



- lists; for US goods, the ECCN (Export Control Classification Number) pursuant to US Export Administration Regulation (EAR); the country of origin of its goods and the components thereof, including technology and software: the commodity code (HS code) of its goods; and the name of a contact at his company who can deal with any enquires that we may have;
- all the external trade data relating to its goods and their components and (before the delivery of the relevant goods) all the changes in the aforementioned data;
2. The Supplier must complete the necessary export control declarations, sign them and return them with the necessary documentation. The purchase order shall only come into effect when the completed and signed declaration has been submitted. Products that are subject to particular export conditions must be reported in advance, stating the list in which they appear (German export list, European Annex I or Annex IV to the EC Dual-Use Regulation or other relevant export lists).
 3. The Supplier guarantees that the information provided in the export control declaration is complete and correct. If there are changes to the classification of the goods under export control law in the future, the Supplier shall inform us of these changes immediately.

7. Inspection for defects, incoming goods inspection

1. Section 377 German Commercial Code (HGB) shall apply to our commercial obligation to examine the goods and report defects, with the following proviso: we shall check the delivered goods immediately after their arrival with respect to their type, quantity and obvious damages, such as transport damages in particular, and shall immediately report any defects that we discover. Defects discovered later must be reported immediately after their discovery. In any event, the report shall be regarded as immediate and on time if it is received by the Supplier within a period of 10 working days, calculated from the arrival of the goods or, in the case of concealed defects, from the time of their discovery.
2. Payments shall not mean a waiver of the right to make a complaint.

8. Liability, freedom from third-party rights

1. We refute any limitation of liability in the Supplier's general terms and conditions.
2. The Supplier warrants that the goods that it has delivered are free from third-party rights (trademarks, patents, utility models, copyright, registered designs, protection under competition law) that could hinder the resale of the goods in the EU and the EFTA. The Supplier shall indemnify us from all costs for legal defence against claims that are asserted by third parties on the basis of infringements of their rights because of the goods delivered by the Supplier. This indemnification obligation shall not apply if the Supplier is not responsible for the infringement of third-party rights. We shall also be entitled to the full statutory claims for compensation on account of any property rights of third parties or the Supplier.
3. The Supplier also warrants that the goods can be resold worldwide without infringements of intellectual property rights.
 - a) In this respect, the Supplier waives rights arising from trademarks, patents, utility models, copyrights, registered designs or protection under competition law which it could invoke against the resale of the goods outside the EU or the EEA. The Supplier shall indemnify us from all costs for legal defence against claims that are asserted by third parties on the basis of infringements of their rights because of the goods delivered by the Supplier. This shall not apply if the Supplier is not responsible for the infringement of third-party rights. We shall also have the statutory claims to compensation.
 - b) The Supplier also undertakes to ensure that third parties outside the EU or the EEA do not assert any rights arising from trademarks, patents, utility models, copyrights, registered designs or protection under competition law which could be invoked against the resale of the goods outside the EU or the





EEA. The Supplier shall indemnify us from all costs for legal defence against claims that are asserted by third parties on the basis of infringements of their rights because of the goods delivered by the Supplier. This indemnification obligation shall not apply if the Supplier is not responsible for the infringement of third-party rights. We shall also have the statutory claims to compensation.

9. Warranty for material defects

1. The statutory provisions shall apply in full to our rights in the event of material defects and defects of title in the goods (including incorrect and short deliveries, as well as incorrect assembly and inadequate assembly or operating instructions) and in the event of other infringements of obligations by the Supplier, unless otherwise specified below.
2. In accordance with the statutory provisions, the Supplier shall in particular be liable for ensuring that the goods have the agreed quality and correspond to the state of the art at the time of the transfer of the risk to us.
3. Furthermore, the Supplier shall be liable for ensuring that the goods/services comply with the laws, regulations and technical standards that are applicable in the territory of the EU/EFTA on the date of performance.
4. The costs incurred by the Supplier for inspection and rectification (including any costs for installation and removal) shall be borne by the latter. This shall apply even if it transpires that no defect was actually present. In the event of an unjustified request to remedy a defect on our part, we shall only be liable for compensation if we realised that no defect was present or if our failure to realise this was a result of gross negligence.
5. If the Supplier does not fulfil its obligation for supplementary performance within a reasonable period set by us, we can remedy the defect ourselves and demand reimbursement of the expenditure that was necessary for this or an appropriate advance payment from the Supplier. If the Supplier refuses to provide the supplementary performance or there is a drop dead date or the supplementary performance by the Supplier has failed or is unacceptable to us (e.g. on account of particular urgency, a risk to operational safety or the imminent occurrence of disproportionate damage), there shall be no need to set a deadline; the Supplier must be informed without delay, in advance if possible
6. Claims arising from guarantees made by the Supplier shall remain unaffected.

10. Supplier recourse

1. We shall have an unlimited entitlement to our statutory recourse claims within a supply chain (supplier recourse pursuant to Sections 445a, 445b and 478 BGB) in addition to the claims for defects. We shall in particular be entitled to demand from the Supplier precisely the type of supplementary performance (rectification or replacement) that we owe to our customer in the individual case. Our statutory right to choose (Section 439 (1) BGB) shall not be limited by this.
2. Our supplier recourse claims shall also apply if the goods have been further processed by us or one of our customers, e.g. through incorporation into another product, before their sale.

11. Product liability, precautionary measures, information obligations

1. If the Supplier is responsible for damage to a product, it is obligated to indemnify us from third-party claims for compensation when first requested to do so to the extent that the cause can be found within its sphere of control and organisation and it is liable itself with respect to third parties.
2. Within the framework of its indemnification obligation in terms of paragraph 1, the Supplier is also obligated to reimburse us for any expenditure that arises from or in connection with a claim asserted by a third party, e.g. necessary litigation costs. Other statutory claims shall not be affected.



3. The Supplier is also obligated to assume the costs for precautionary measures and any resulting damages if the reason for the precautionary measure can be found within the Supplier's sphere of control and organisation and it is liable itself with respect to third parties. Before executing precautionary measures, we shall inform the Supplier – insofar as it is possible and reasonable – of the reason for and the nature and scope of the measure and give it the opportunity to make a statement. Precautionary measures shall be measures that relate not merely to individual defective products, but to a large number of products, especially recalls and modifications.
4. The Supplier undertakes to take out and maintain a product liability insurance policy with a sum insured of at least € 10 million per claim – as a flat rate. The Supplier shall send us a copy of the insurance policy at any time on request.
5. We are a company in the laboratory and medical device sector. To ensure a consistent and calculable product quality, the Supplier may not, in an ongoing supply relationship with us, make any changes to the production processes or procedures, to the composition, function or appearance of the contractual products regularly purchased by us or to raw materials and other components that are used in the production of such contractual products without our prior consent. We shall decide at our own discretion whether to grant or refuse such consent.

12. Promotional materials provided by the Supplier

If the Supplier is interested in having the products that it offers included in our catalogue(s) with illustrations and sold using the catalogue, the following shall apply to the images, text, audio materials and other materials:

- The Supplier shall grant us, free of charge, the non-exclusive right, unlimited in terms of content, time and place, to use the material and all other information and documents, in their entirety or in part, for the purpose of advertising in a physical and non-physical form, especially to reproduce them, to distribute them and/or to make them accessible to the public. This shall in particular include the right to include the image material, the information and documents in our catalogue(s), but shall not be limited to this.
- We shall be entitled, without triggering payment obligations for ourselves or our customers for the benefit of the Supplier, to pass on the material and the catalogue to our customers, in their entirety or in part, in a physical and/or electronic form and to grant the latter the right to use the material and the catalogue, in their entirety or in part, in a physical and/or non-physical form, especially to distribute them and/or to make them accessible to the public.
- The Supplier warrants that it has all the rights that are required to grant the rights as described above. In the event that third parties assert claims against us on account of the use of the provided illustrations, documents and information, the Supplier shall indemnify us from all rights. This shall not apply if the Supplier is not responsible for the infringement of third-party rights.

13. CE label, CE certificate and REACH

1. The CE conformity declaration and the CE label are a prerequisite for placing certain goods on the market in the European Economic Area. To this end, the product must satisfy the relevant current European directives, e.g. RoHS, the EMC Directive or the Low-Voltage Directive. Therefore, the Supplier warrants that the products and services that it provides comply with all the relevant provisions of environmental protection law and all the CE-relevant provisions, especially the applicable RoHS Directive and REACH Regulation. This point shall be supplemented under Section 14.
2. The Supplier is obligated to create or affix CE certificates and CE labels in accordance with the applicable standards and directives.
3. The Supplier must send us CE certificates unsolicited, specifying the examined and applicable EU standards and directives. If required, the Supplier shall send us the corresponding examination reports.





4. We are not obligated to inform the Supplier of changes to standards and directives in connection with the CE certification. The Supplier is obligated to inform itself independently of relevant changes. If the relevant standards and directives change, the CE certificate must be updated by the Supplier and sent to us immediately.
5. In the event of disputes with third parties due to the lack of a proper CE certification or an inadequate examination of the CE certificate requirements, the Supplier shall actively support us. Insofar as the Supplier is responsible for the lack of a proper CE certification or for an inadequate examination of the CE certificate requirements, it shall indemnify us from all claims of third parties. The Supplier's liability to us shall remain unaffected in any event.
6. In the case of waste electrical and electronic devices, the Supplier expressly warrants that all the applicable directives are fulfilled and all the obligations arising from additional national legislation, especially the German Act Governing the Sale, Return and Environmentally Sound Disposal of Electrical and Electronic Equipment, including any future additions and changes in each case, are met.
7. The Supplier warrants that it has sought assurances from its subsuppliers regarding the performance of the obligations assumed in the present Section 13, insofar as it is unable to meet these obligations itself, and that it is taking reasonable measures to monitor this.

14. REACH clause

1. The Supplier warrants that it shall only deliver goods that do not contain or release any substances that, at the time of their delivery to us, require registration or authorisation pursuant to the applicable REACH Regulation and RoHS Directive but have not been registered or authorised.
2. If substances in terms of paragraph 1 – on their own or in preparations or products – do not yet require registration at the time of the delivery due to the transitional provisions for phase-in substances in the applicable REACH Regulation, the Supplier warrants that it has either pre-registered these substances itself in due form and on time or made sure that they have been pre-registered in due form and on time by the registrants.
3. The Supplier also warrants that it shall inform us immediately if it becomes aware that a substance that has been pre-registered pursuant to paragraph 2 is not registered within the relevant transitional period for the respective substance. In this case, it shall, from the expiry of the registration period at the latest, not deliver to us any goods that contain the questionable substance without advising us of the lack of registration and expressly requesting us to confirm the purchase order before sending the delivery.
4. The Supplier warrants that it shall maintain the pre-registration, registration or authorisation that is required according to the applicable REACH Regulation and has been executed by the Supplier for substances that are contained in the delivered goods or are released by these beyond the term of the supply relationship with us. If the Supplier has not pre-registered, registered or authorised the respective substance itself, it warrants that it has ensured that it will be informed immediately of any lapse of the pre-registration, registration or authorisation. The Supplier also warrants that it shall inform us immediately after it becomes aware of the lapse of a required pre-registration, registration or authorisation of a delivered substance and shall deliver to us no more goods that contain or release such substances from the time of the lapse.
5. The Supplier warrants that it shall send us an up-to-date, complete data sheet that meets the requirements of the applicable REACH Regulation with every delivery – irrespective of whether sending the data sheet is mandatory according to the REACH Regulation or only has to take place on request. If the Supplier has to carry out a chemical safety assessment, it also warrants that it has checked that the safety data sheet agrees with the chemical safety assessment and that it has adapted it if necessary. If the safety data sheet is neither mandatory nor to be provided on request according to the applicable REACH Regulation, the Supplier warrants that it shall provide information on the registration number (if available), any authorisation requirement, as well



as information on granted or refused authorisations, information on restrictions and all other available and relevant information that is required for the determination and application of appropriate risk management measures (safety information) in writing or electronically.

6. We must be informed immediately of changes to safety data sheets or safety information, and these must be indicated in the updated safety data sheet/safety information that is enclosed with the first delivery.
7. If the Supplier is obligated to carry out a chemical safety assessment for a substance contained or released by a delivered product and to compile a chemical safety report, especially on the basis of a use of a substance that has been disclosed to the Supplier, the Supplier warrants that it has carried out the assessment and included the conclusions from it in the safety data sheet or the safety information.
8. If the Supplier delivers products to us that contain more than 0.1 % by mass (w/w) of one or more substances that meet the criteria of Art. 57 of the REACH Regulation (i.e. can be included in the authorisation list) and have been identified pursuant to Art. 59 (1) of the REACH Regulation (i.e. have been included in the "candidate list"), the Supplier shall also provide sufficient information for a safe use of the product.
9. The obligations arising from the present Section 14 shall be primary obligations of the Supplier.
10. In the event of an infringement against the obligations arising from the present Section 14, we shall be entitled to withdraw from the contract if the Supplier does not remedy the infringement within a reasonable period. In the event of a withdrawal, we may return the goods to the Supplier or dispose of them, both at the expense of the Supplier, who must pay an appropriate advance payment for this. Further-reaching claims for compensation shall not be affected.
11. If claims are asserted against us by a third party because the delivered goods do not meet the requirements of the applicable REACH Regulation, the Supplier is obligated to indemnify us from these claims when first requested to do so in writing to the extent that these claims are based on an infringement of the Supplier's obligations arising from the present Section 14. This shall not apply if the Supplier is not responsible for the infringement of its obligations. The indemnification obligation shall relate to all the expenses that we necessarily incur as a result of or in connection with the claim asserted by the third party, especially legal defence costs and administrative costs as well as the costs of a necessary replacement.

15. Compliance clause

1. The Supplier hereby confirms that it does not tolerate forced labour or child labour. The Supplier confirms that it has made reasonable efforts to determine whether its sub-suppliers use child labour in the production of their goods or the provision of their services and that this appropriate investigation has found no evidence of this. The Supplier hereby confirms that the people it employs for the production and delivery of the goods or for the provision of the services now and in the future are there of their own free will.
2. The Supplier is aware that these confirmations and obligations are essential parts of the contract. The Supplier shall compensate us for all the damages that arise from an infringement of this provision by the Supplier or one of its sub-suppliers. The Supplier shall indemnify us in this respect. The Supplier hereby confirms that it does not perform any illegal practices, such as providing financial benefits or other gifts to our employees or their family members in order to obtain orders from us. It shall not perform any such practices in the future.
3. The Supplier confirms that it at least complies with the environmental protection laws of the state in which the goods are produced or handled. During the usual business hours and after appropriate notice, we may carry out inspections to make sure that the legal requirements are met.
4. An infringement of the compliance obligations laid down in the present Section 15 shall constitute grounds for an immediate extraordinary termination of the business relationship with the Supplier. The Supplier shall then owe compensation and an indemnification from claims that are asserted against us by third parties.



16. Limitation period

1. The reciprocal claims of the contractual parties shall lapse in accordance with the statutory provisions, unless otherwise agreed below.
2. Contrary to Sections 438 (1) No. 3 and 634 a (1) No. 1 BGB, the general limitation period for our claims against the Supplier on account of material defects or defects of title shall be three (3) years from the transfer of risk. If an acceptance procedure is agreed, the limitation period shall begin with the acceptance. Longer statutory limitation periods on account of defects shall remain unaffected. This shall in particular apply to claims on account of defects that are based on a right in rem of a third party on the basis of which the surrender of the purchased item may be demanded or on another right that is entered in the land register (Section 438 (1) No. 1 BGB) and to claims on account of defects in a building or defects in products which have been used, in accordance with their usual application, for a building and which were the cause of the building's defectiveness or defects in a work whose success consists in the provision of planning or monitoring services for a building (Sections 438 (1) No. 2 and 634 a (1) No. 2 BGB).
3. If we are entitled to recourse claims against the Supplier on the basis of the regulations relating to supplier recourse (Sections 445a and 478 BGB), Section 445b BGB shall apply to the limitation period of the recourse claims. However, the limitation period shall not start before the expiry of the period stipulated in Section 16 (2) of the present General Terms and Conditions of Purchase.
4. In the event of the fraudulent concealment of a defect by the Supplier (Sections 438 (3) and 634 a (3) BGB) and insofar as we are entitled to competing contractual and / or extracontractual claims to compensation, the regular statutory limitation period (Sections 195 and 199 BGB) shall apply to these. However the limitation period shall not start before the expiry of the period specified in Section 16 (2) of the present General Terms and Conditions of Purchase. The statutory limitation periods under the German Product Liability Act shall not be affected in any event.

17. Confidentiality

1. The Supplier is obligated to treat all the business or technical information that has been made accessible by us as strictly confidential and to subject its employees to a corresponding obligation. Such information may only be passed on to persons who need to have this information at their disposal for the purpose of the delivery to us; all such information shall remain our sole property. The confidentiality obligation shall not apply if the information is already generally known or if it was verifiably known to the Supplier before it was communicated by us. The same shall apply if the information becomes generally known after its disclosure without a breach of contract, if it is made known to the Supplier by third parties without these third parties infringing a confidentiality obligation, if the information is developed by the Supplier itself independently of the information communicated by us, or if it is made public by us or has to be made public on the basis of legal requirements. Contraventions shall obligate us to provide compensation.
2. The Supplier may not refer to its business relationship with us without our prior written consent.

18. Data protection

1. Personal data shall be processed exclusively in compliance with the provisions of data protection law. We shall process the personal data that you send to us only for the execution of our respective purchase order and the respective offer of the Supplier and for our future purchase orders and future offers of the Supplier. Personal data shall only be used for other purposes if the data subject has agreed to another use or legal permission has been granted for another use.
2. In the event that personal data is sent to us, the Supplier is obligated to inform the data subjects about the data processing by us in good time in accordance with Article 14 of the EU General Data Protection Regulation



No. 2016/679; we shall refrain from informing the data subject. On request, we shall provide the Supplier with the information that is necessary to fulfil its information obligations in the previous sentence.

19. Choice of law, place of jurisdiction

1. If the Supplier is a merchant, a legal entity under public law or a public law special fund, our registered place of business in Meckenheim shall be the place of jurisdiction for all disputes that arise directly or indirectly from the contractual relationship. We shall also be entitled to bring an action before the court that has jurisdiction at the registered place of business of the Supplier.
2. The contractual relationship shall be subject to the law of the Federal Republic of Germany, to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

20. Partial invalidity

If one of the provisions of the present General Terms and Conditions of Purchase is or becomes invalid or incomplete, this shall not affect the validity and enforceability of the remaining provisions.

