

GATC Biotech AG | General Terms of Sale

1. Scope

- 1.1 Performances and deliveries based on contracts about services of **GATC Biotech AG** in commercial transactions with entrepreneurs, legal entities under public law or special funds under public law are subject to the exclusive application of our following General Terms of Sale ('TERMS OF SALE' herein). If you are a consumer, we cannot perform any services for you.
- 1.2 The respective version of these TERMS OF SALE in force also applies to future similar transactions between the parties.
- 1.3 We cannot recognize your differently worded, deviating or contrary general terms of purchase. Nor shall they become part of the contract if they were referred to in an order unless we have expressly agreed to the application of your general terms of purchase in advance in writing.

2. Contract formation for direct orders

- 2.1 Our offers are understood as nonbinding. A contract is formed only after acceptance pursuant to section 2.3.
- 2.2 By ordering, you make a binding declaration that you want to procure the service indicated in the order ('SERVICE' herein).
- 2.3 We may accept the offer in the order within 5 business days following receipt of the order. Acceptance occurs in writing or by implication through an invitation to send a sample.

3. Contract formation through online shop

- 3.1 The presentation of goods in our online shop at www.mygatk.com does not represent a binding request to enter into a sales contract. Instead it is a nonbinding invitation to order goods in the above online shop.
- 3.2 You submit a binding offer by clicking on the 'BUY' button.
- 3.3 After receipt of the offer, we send you an automatically generated e-mail to confirm having received the order. Confirmation of receipt does not constitute acceptance of the offer. No contract is formed through the confirmation of receipt.
- 3.4 We may accept the offer in the order within 5 business days following receipt of the order. Acceptance occurs in writing or by implication through an invitation to send a sample.

4. Prices and payment terms

- 4.1 The valid selling prices are according to our price list at the time of delivery, plus the prevailing statutory value-added tax, which is presently 19%.
- 4.2 The invoice amount shall be paid exclusively to the account specified on the invoice.
- 4.3 Unless otherwise agreed in writing, the invoice amount is payable within 14 days of the invoice date without deduction. You must transmit payments in such a way that we receive them no later than the fourteenth day following the date of the invoice.
- 4.5 Default interest is computed in the amount of nine percentage points over the respective base interest rate per annum. We reserve the right to claim greater specific loss from delay. You are entitled to prove that we have not incurred any or only slight loss through the delayed payment.
- 4.6 Should you default in making payment, we are free to withhold further services or to perform them only against payment in advance. Our additional legal claims remain unaffected by this.

5. Delivery

- 5.1 Your sequencing data ('DATA' herein) is delivered electronically through a secure server (*myGATC*). You receive individual access to *myGATC*.
- 5.2 Should you desire to have DATA sent on physical storage media, it will be delivered at your expense with standard shipping ex works. You are free to specify a different method of shipment (e.g. express shipping) or a different transport company, but you will also be responsible for these costs.
- 5.3 A delivery that deviates from 5.1 occurs at your risk. You are free to procure transport insurance.



- 5.4 Unless otherwise agreed, we are entitled to make partial deliveries.
- 5.5 The place of performance is our business location.
- 5.6 Indicated delivery dates are strictly nonbinding unless we have confirmed in writing that they are 'binding'. Timely and proper fulfilment of your obligations is a prerequisite to adherence to any agreed delivery periods. This expressly includes delivery, in adequate quantity and quality, of the samples that are to be sequenced. If a delivery period is stipulated in days, it shall not commence until our quality check of your samples has run and passed.
- 5.7 If a delivery date is not complied with for reasons that are attributable to us, you must grant us a reasonable grace period in writing. This shall not apply if the setting of a grace period can be dispensed with as an exception.
- 5.8 In the event of unforeseen events for which we are not responsible (especially force majeure, business disruption, lawful strikes or lockouts at our premises or at one of our suppliers), which significantly impact the performance of our SERVICE, the delivery period shall be extended by the length of the duration of the hindrance. During this time you have no rights or claims against us for delay. This also applies to the occurrence of such hindrances at a sub-supplier. If we are in default when the event occurs, it may not be assumed for that reason alone that we are responsible.
- 5.9 Should we default in the performance of our SERVICE, we shall be responsible for ensuing losses only if they result from our intentional acts and gross negligence. Your additional legal claims remain unaffected.

6. Set-off, right of retention and assignment

- 6.1 You may set off our claims only with legally established or undisputed claims.
- 6.2 You are entitled to exercise a right of retention only to the extent that a counter-claim is based on the same contractual relationship.
- 6.3 You are not authorized to assign contractual rights to third parties without our express written consent. Section 354a of the German Commercial Code (Handelsgesetzbuch – HGB) remains unaffected.

7. Intellectual property

- 7.1 Unless otherwise agreed in writing, you are the owner of the data that is generated through our SERVICE, the source material, the source material processed in the course of performing the SERVICE, as well as all intellectual property that is associated directly with the source material and the SERVICE we perform, with the exception of intellectual property in process changes, process know-how and process improvements to our SERVICE, regardless whether patentable.
- 7.2 We agree to protect and register your above-mentioned intellectual property rights for your benefit upon your request and exclusively at your expense.

8. Restricted use

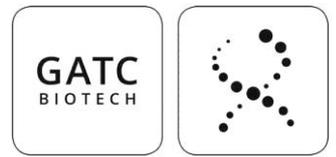
Unless otherwise agreed in writing, our SERVICE is only for research purposes and is not intended to be used for diagnostic or therapeutic purposes, either on humans or animals. You are personally responsible for ensuring that the use of our SERVICE and the associated data is in accord with all applicable statutes, ordinances, regulations and directives.

9. Liability

- 9.1 We shall be liable only in accordance with the provisions of law for losses that we or our agents and vicarious agents have occasioned intentionally or through gross negligence. This does not apply to the breach of material contractual duties. In the event of a breach of material contractual duties, liability shall be limited to foreseeable losses typical of contract which were foreseeable upon formation of the contract or, at the latest, when the breach of duty was committed.
- 9.2 Damages claims made under the German Product Liability Act (Produkthaftungsgesetz), as well as for injury to life, limb and health, remain unaffected.
- 9.3 We have no liability for losses resulting from improper handling or improper application of the SERVICES rendered.

10. Miscellaneous provisions

- 10.1 Personal data that we collect, such as that of your contact persons, is gathered and used exclusively for contract processing in the respective contractual relationship.
- 10.2 Neither party may advertise the business relationship – particularly the business name, business components and/or business logo of the other party – without the advance written consent of the other party.



- 10.3 The law of the Federal Republic of Germany is exclusively controlling for all legal relations between the parties, with the exclusion of the United Nations Convention on Contracts for the International Sale of Goods.
- 10.4 To the extent legally permissible, the courts of Constance shall have exclusive jurisdiction over all disputes arising from or in connection with this contract and/or its validity.

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