

## General Terms and Conditions of Purchase

### 1 Scope of Application

**1.1** These General Terms and Conditions of Purchase (hereinafter referred to as "GTCP") shall apply to all legal relationships between ATD-LabTech GmbH and the Supplier, in particular to all deliveries, services and offers procured by ATD-LabTech GmbH.

General Terms and Conditions of the supplier or a third party shall apply only to the extent that ATD-LabTech GmbH has expressly agreed to them in writing. The general terms and conditions of business of the supplier are hereby objected to; in particular, any general terms and conditions of business of the supplier which conflict with or deviate from these GPC shall not be recognized. These GTP shall apply exclusively even if ATD-LabTech GmbH has not separately objected to the conflicting terms and conditions.

**1.2** These GPC shall be an integral part of all contracts concluded by ATD-LabTech GmbH with the supplier regarding the deliveries or services. Individual contracts concluded in individual cases, in particular the individual framework agreements, shall take precedence over these GPC, but only if they are made in compliance with the written form.

**1.3** The Supplies and Services shall be performed in accordance with specifications, drawings, descriptions as well as other documents of ATD-LabTech GmbH which are part of the respective legal relationship.

### 2 Conclusion of the Contract

**2.1** The contract shall be concluded by an order of ATD-LabTech GmbH and its confirmation by the Supplier. The text form (e.g. letter, fax, e-mail) shall be sufficient. Changes and additions to the order by the supplier shall only be effective with the written consent of ATD-LabTech GmbH.

**2.2** If the supplier does not accept the order within one week after receipt, ATD-LabTech GmbH shall no longer be bound to the order. The principles regarding the so-called "silence on a commercial letter of confirmation" shall not apply in such case. However, delivery call-offs shall be deemed to be binding at the latest if the supplier does not object within one week after receipt.

**2.3** ATD-LabTech GmbH may, within reason, make changes and adjustments to the delivery item, in particular with regard to design and execution. The effects of the change (e.g. additional or reduced costs) shall be settled subsequently by mutual agreement.

### 3 Prices, Terms of Payment and Offsetting

**3.1** The prices stated in orders of ATD-LabTech GmbH are fixed prices and include packaging, transport costs and the applicable value added tax as well as any customs duties. The prices shall be paid free Supplier's payment office.

**3.2** Payment shall be made upon receipt of the agreed, complete delivery and an invoice in accordance with the statutory provisions, which shall separately state the sales tax, if any. In the absence of a separate agreement, the price shall be paid within 14 days with a 3% discount or within 30 days without deduction. In the event of delivery before the agreed binding delivery date, the due date shall be determined by the agreed delivery date. Upon payment, the delivery or service shall not be recognized as being in accordance with the contract.

**3.3** In the event of defective delivery, ATD-LabTech GmbH shall be entitled to withhold payment in proportion to the value until proper performance.

**3.4** The assignment of claims of the supplier against ATD-LabTech GmbH to third parties shall be excluded. If the assignment takes place contrary to the contract, payment shall be deemed to have been made to the supplier.

**3.5** Delivery shall always be made free our works (DDP - according to Incoterms 2010) or free the respective contractually agreed place of delivery (e.g. the place of use). In any case, i.e. even in the case of exceptionally agreed ex-works delivery, the supplier shall always bear the transport risk until receipt of the goods at our works or at the other place of delivery agreed with us in writing.

**3.6** Agreed delivery dates shall be binding and shall be deemed fixed dates. Unless otherwise agreed, the receipt of the agreed complete delivery at ATD-LabTech GmbH or the place of receipt specified in the order shall be decisive. The supplier shall send a dispatch note to ATD-LabTech GmbH on the day of the dispatch of the delivery. Partial deliveries and deliveries before the agreed delivery date shall require the prior consent of ATD-LabTech GmbH.

**3.7** The Supplier shall inform ATD-LabTech GmbH in due time and without delay if a recognizable delay in delivery occurs. In this context, the reasons and the expected duration of the delay shall be demonstrably stated and the further procedure shall be agreed with ATD-LabTech GmbH. ATD-LabTech GmbH shall be entitled to inform itself on the spot about the respective current status of the order. The supplier shall grant ATD-LabTech GmbH the necessary access to its premises and inspection of the necessary documents.

**3.8** If the Supplier is in default, ATD-LabTech GmbH may claim compensation for each completed working day of the delay of 0.2% each, but in total not more than 5% of the gross invoice amount of the delivery. The contractual penalty shall not apply if it can be proven that the Supplier is not responsible for the delay. Further claims for damages of ATD-LabTech GmbH shall remain unaffected, the contractual penalty shall, however, be credited against the claims for damages. A forfeited contractual penalty may be

ATD-LabTech GmbH until the final payment. The contracting parties shall be at liberty to prove higher or lower damages.

**3.9** In the event of a delay in delivery due to force majeure by three weeks, ATD-LabTech GmbH may withdraw from the contract after the unsuccessful expiry of a grace period of another two weeks. In case of repeated delay in delivery ATD-LabTech GmbH shall be entitled, after prior warning, to terminate extraordinarily all other orders not yet fulfilled at that time.

**3.10** The risk of performance and price shall in any case pass to ATD-LabTech GmbH only upon receipt of the delivery at ATD-LabTech GmbH or at the separately named place of receipt and defect-free handover. This shall also apply if ATD-LabTech GmbH has assumed the freight costs on the basis of a separate agreement.

#### **4 Retention of Title**

**4.1** If ATD-LabTech GmbH provides material or other objects, in particular drawings, descriptions, samples or any data, to the Supplier, they shall remain the property of ATD-LabTech GmbH. Furthermore, ATD-LabTech GmbH reserves all industrial property rights and copyrights thereto. During the existence of the retention of title, the supplier shall not be entitled to pledge or assign the goods as security or otherwise transfer them to third parties.

**4.2** Inventions, developments and other objects of intellectual property which the Supplier makes during the order or in the production of which the Supplier cooperates shall in any case become the property of ATD-LabTech GmbH. In addition, the supplier shall transfer all copyrights, industrial property rights and other rights to results of the order, which he develops or will develop on behalf of ATD-LabTech GmbH or in cooperation with ATD-LabTech GmbH with their creation in full to ATD-LabTech GmbH.

**4.3** ATD-LabTech GmbH shall only recognize the simple retention of title of the supplier. All other types of retention of title shall require a separate written agreement. ATD-LabTech GmbH shall be permitted to process the Reserved Goods or to mix or combine them with other items.

#### **5 Examination of Defects and Warranty**

**5.1** ATD-LabTech GmbH shall exclusively give notice of defects in text form (letter, fax, e-mail) within a period of 2 weeks after the passing of risk if such defects are obvious, recognizable or become apparent later. In the case of complex deliveries, the period for giving notice of defects shall be extended to 6 weeks after the transfer of risk. In the event of an investigation of defects exceeding the usual scope (e.g. expert costs, legal action), the supplier shall bear the costs thereof. The supplier shall bear the risk and the costs of returning a defective delivery. In all other respects, the provisions on the obligation to give notice of defects pursuant to Section 377 of the German Commercial Code (HGB) shall not apply.

**5.2** The Supplier warrants that the Delivery Items and Services are free from material defects and defects of title and comply with the requirements of ATD-LabTech GmbH as well as the recognized rules of technology, the safety standards and other statutory provisions.

**5.3** ATD-LabTech GmbH shall be entitled, in particular in order to comply with its own delivery obligations, to remedy the defect itself or have it remedied by third parties after unsuccessful expiry of the reasonable period set for subsequent performance. The costs necessary for this substitute performance shall be borne by the supplier. This shall not apply if the supplier justifiably refuses subsequent performance. Any claims for damages and other claims shall remain unaffected. ATD-LabTech GmbH may remedy minor defects or have them remedied immediately without setting a deadline at the supplier's expense.

**5.4** The supplier shall indemnify ATD-LabTech GmbH against any claims for damages, reduction of purchase price and other claims of third parties, in particular of ATD-LabTech GmbH's customers, to the extent that the damage is attributable to the supplier. In such cases, the supplier shall bear all costs and expenses incurred in connection therewith, in particular any legal prosecution and recall action costs. In order to secure the claims from 6.4, ATD-LabTech GmbH may demand a security deposit in the amount of 10% of the invoice amount or the presentation of a guarantee of a German credit institution corresponding to the security deposit for the period of the warranty.

**5.5** The limitation period for warranty claims against the Supplier shall be 36 months from the passing of risk. If a longer period is provided for by law, such longer period shall apply. ATD-LabTech GmbH shall not waive its warranty rights by accepting or approving samples or specimens.

**5.6** The Supplier shall be obliged to take out at its own expense a product and public liability insurance with an adequate coverage for property damage, personal injury as well as recall actions. Proof of the corresponding liability policy shall be presented to ATD-LabTech GmbH at any time upon request.

## **6. industrial property rights**

The supplier warrants that the delivery is free from third party rights, in particular patents, licenses, utility models, other industrial property rights and copyrights of third parties. The supplier shall indemnify ATD-LabTech GmbH and its customers against claims of third parties arising from any infringement of such rights. The supplier shall bear the costs for the defense against such claims as well as, if applicable, for the acquisition or the use of the necessary industrial property rights from the respective entitled third party by ATD-LabTech GmbH or its customers.

## **7. liability**

ATD-LabTech GmbH shall be liable exclusively for intent and gross negligence. This shall not apply to the breach of duties which are essential for the performance of the contract as well as to damages to life, body or health and according to the Product Liability Act. The claim for damages for the breach of essential contractual obligations shall, however, be limited to the foreseeable damage typical for the contract. This shall also apply to the liability of ATD-LabTech GmbH, for its vicarious agents and for the performance of pre- and post-contractual obligations.

## **8 Secrecy**

The supplier shall be obliged to keep secret all details which have become known to him from the business relationship and which are not in the public domain and to publish them only with the written consent of ATD-LabTech GmbH. This shall also apply to the vicarious agents as well as to the sub-suppliers.

## **9. system security**

If Seller or any employee, independent contractor or agent of Seller (collectively, "Seller") obtains access to ATD-LabTech GmbH computer system(s), hardware, software or other equipment (collectively, "Systems") in connection with the delivery of goods or services, Seller shall comply with and ensure that such persons or entities comply with ATD-LabTech GmbH's security policies for the Systems, as amended from time to time, and shall not tamper with, compromise or circumvent any security or audit measures employed by ATD-LabTech GmbH. The Seller and all persons and companies who are to have access to the Systems may be required to sign a separate System Access Agreement. Seller agrees to use and store the Systems with reasonable care, not to transfer possession or control of the Systems to any third party or permit any lien or encumbrance to be placed on the Systems, to use the Systems solely for the performance of the applicable Services, to return the Systems to ATD-LabTech GmbH upon request, and to assume all risks of use of the Systems. The Seller shall indemnify and hold harmless ATD-LabTech GmbH from any loss or damage to the Systems.

## **10. final provisions**

**10.1** The place of performance and jurisdiction for all disputes arising directly or indirectly from the business relationship shall be the registered office of ATD-LabTech GmbH. However, ATD-LabTech GmbH shall also be entitled to bring an action at any other admissible place of jurisdiction.

**10.2** In cases not regulated by these GPC, the German Civil Code and the German Commercial Code shall apply. The business relations between ATD-LabTech GmbH and its suppliers including their interpretation shall be governed by the laws of the Federal Republic of Germany to the exclusion of international law, in particular the United Nations Convention on Contracts for the International Sale of Goods (CISG) and other agreements for the unification of the law on the sale of goods.

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**10.4** In cases which are not regulated by these GPC, the German Civil Code as well as the German Commercial Code shall apply. The business relations between ATD-LabTech GmbH and its suppliers including their interpretation shall be governed by the laws of the Federal Republic of Germany to the exclusion of international law, in particular the United Nations Convention on Contracts for the International Sale of Goods (CISG) and other agreements for the unification of the law on the sale of goods.

**10.5** If any provision of these GPC is or becomes invalid or void in whole or in part, the remaining provisions shall remain unaffected thereby. Any gap resulting from the ineffectiveness or invalidity of a provision of these GPC shall be filled by way of supplementary interpretation of the contract, taking into account the interests of the parties involved.

Niedernberg, 19.09.2023