

General Terms and Conditions GBA

1. Scope of application/general

1.1 These General Terms and Conditions ("GTC") shall apply to all legal relationships between GBA Gesellschaft für Bioanalytik mbH, GBA Pharma GmbH, Analytikum Umweltlabor GmbH, GBA Analytical Services GmbH, Thüringer Umweltinstitut Henterich GmbH & Co. KG, TeLA GmbH and GEOTAIX Umwelttechnologie GmbH and their respective subsidiaries ("we", "us/our" or "GBA"). They shall apply to all transactions within the entire business relationship as well as to follow-up orders for ongoing business relationships.

1.2 Conflicting, deviating or supplementary terms and conditions of the customer shall not be accepted by GBA unless GBA expressly agrees to their applicability in writing. This requirement of consent and these GTC shall also apply to orders placed verbally, even if GBA unconditionally executes an order despite its knowledge of conflicting or deviating terms and conditions of the customer (e.g. in the case of orders which come about through the transfer of samples).

1.3 Individual agreements with the customer shall take precedence over these General Terms and Conditions. All agreements made between us and the customer for the purpose of carrying out a transaction shall be recorded in writing. The same shall apply to legally relevant declarations and notifications (e.g. setting deadlines, declarations of withdrawal, notices of termination, notifications of defects) submitted by the customer after conclusion of the contract.

1.4 These GTC only apply if the customer is an entrepreneur (§ 14 German Civil Code), a legal entity under public law or a special fund under public law.

2. Conclusion and execution of the contract

2.1 Unless anything to the contrary results from the concrete offer, our offers shall always be subject to confirmation and non-binding. Orders placed by the customer shall be deemed a binding contractual offer and may be accepted within a period of two weeks, unless a different binding period has been agreed in writing. However, orders shall also be deemed to have been accepted if we begin to execute them.

2.2 Orders shall be performed by GBA impartially, carefully and professionally in accordance with the usual industry standards, the applicable laws, professional standards and our quality management system. At the customer's request, we shall inform you about the respective official authorisations at the time the contract is concluded and refer you to the information provided on our website for the corresponding current authorisations.

2.3 Unless otherwise agreed in writing, we reserve the right to perform the services also through the involvement of professionally qualified third parties - in particular experts working for us - or to engage subcontractors.

2.4 Changes in performance requested by the customer after placement of an order shall not have any effect on the validity of the results. Changes in performance shall be regulated in a written supplementary agreement prior to commencement of execution, in which the additional remuneration and any changes to the time schedule shall be recorded. If, during an analysis, it turns out that the sample quality or the quality of a test sample does not produce a usable result in accordance with the prescribed or agreed test procedures, GBA shall make proposals for further examination. In this case, the customer shall bear the costs for the resulting additional expenses, unless otherwise agreed.

2.5 The test report contains the measured values for the tests that were ordered. If additional statements concerning measurement uncertainty or a conformity assessment are desired, then the customer must communicate this in writing on time, prior to the start of the work. The criteria that are generally used for the conformity assessment can be found here for [GBA Gesellschaft für Bioanalytik mbH \(MV 510-06\)](#), Analytikum Umweltlabor GmbH, [GBA Analytical Services GmbH \(MV 510-06\)](#), Thüringer Umweltinstitut Henterich GmbH & Co. KG, and [GEOTAIX Umwelttechnologie GmbH](#). If the customer would like to have other criteria used, the customer must communicate this in writing on time, prior to the start of the work.

3. Samples, test samples, materials: duties and ownership

3.1 Samples, materials and test samples shall be in a condition that enables the services ordered to be rendered without problems.

3.2 The customer shall be obliged to inform GBA of all known hazards and handling instructions in connection with the samples, materials and test samples. Any health or safety concerns arising from the samples, materials and test samples shall be referred to in writing. This includes, in particular, concerns about known or suspected toxins or other contamination and the suspected level of contamination, as well as the risks to GBA's property and other legal assets and those of its employees and agents. If, on the basis of an incoming inspection, it turns out that execution of the agreed service by GBA is impossible

due to the load, GBA shall be entitled to withdraw from the contract or may interrupt execution of the order. In this case, the customer shall bear the costs incurred by GBA up to this point in time.

3.3 GBA shall be entitled to remove or destroy the samples for the preparation and performance of the analysis and to remove or destroy the actual samples, materials or test samples immediately after the analysis has been performed or the work has been completed, unless storage is required by law or agreed in writing. If a specific storage period has been agreed, we shall be entitled to remove or destroy the goods without prior notice at the end of the storage period. If the customer requests the return or sending back, GBA shall arrange a return at the expense and risk of the customer.

3.4 Otherwise, the sending of samples, materials and test samples or any other logistical measures shall be made by the customer at the customer's risk and expense and shall be carried out by the customer itself. Insofar as GBA provides assistance in this respect, GBA shall act on behalf of the customer.

4. Deadlines and dates, duties to cooperate

4.1 Dates and deadlines are merely estimates and shall not constitute an obligation; however, GBA shall make commercially reasonable efforts to comply with dates and deadlines. Dates and deadlines shall otherwise only be binding if this has been expressly agreed in writing in the individual case.

4.2 The customer shall ensure that all information and documents necessary for the performance of the services are made available to GBA free of charge and in a timely manner. The execution period shall not commence before the day on which we accept the order, but not before full clarification of all order details, insofar as these are necessary for the execution of the order (including test methods, specifications, reference substances, materials to be provided, etc.).

4.3 The agreed period for the performance of the order shall be extended - without prejudice to our rights arising from the customer's default and any statutory right of rescission - by the period by which the customer is in default with its contractual (cooperation) obligations or payment obligations. The same shall apply if a date for execution has been agreed.

5. Prices and terms of payment

5.1 The prices agreed in the orders shall apply to our services. Unless otherwise agreed in writing, all prices shall be exclusive of shipping; costs for express orders and special packaging shall be paid separately. Our prices shall be exclusive of statutory value added tax.

5.2 Unless other agreed, payment shall be made within 10 days of receipt of invoice and delivery of the work results without deductions.

5.3 All our claims shall become due immediately if the terms of payment are not complied with or if we become aware of any circumstances which are likely to reduce the creditworthiness of the customer. GBA shall also be entitled to withhold services from other orders to an appropriate extent and scope. Furthermore, we shall also be entitled to perform outstanding services only against advance payment or to demand appropriate securities and, if the customer finally refuses the consideration or the provision of security or, after setting a deadline, does not provide the service in return or has provided security, to withdraw from the contract. The statutory provisions on the dispensability of setting a time limit and the assertion of claims for damages shall remain unaffected.

5.4 The customer shall only be entitled to set-off rights if its counterclaims have been legally established, are undisputed or acknowledged by GBA. Possible rights of chargeback or retention of the customer shall be excluded, unless they are based on the same

contractual relationship. In the event of deficient performance, however, the customer's legally prescribed counter rights shall remain unaffected.

5.5 Irrespective of the rights listed in these GTCs, GBA shall retain the statutory rights based on the customer's default in payment and payment due date.

6. Service disruptions and liability

6.1 The services to be provided by GBA shall be carried out in accordance with the current state of the art and applying a commercially reasonable standard of care customary in the industry.

6.2 The services provided by GBA shall be deemed accepted if the customer has not refused acceptance within 10 working days of receipt of transmitted expert statements, analyses, reports or other delivered services with reference to a not only insignificant and actually existing - or at least from an objective point of view obviously seemed existing - defect. In any case, the customer shall be obliged to verify the validity of the results, interpretations, estimates and conclusions transmitted by GBA with reasonable care at its own risk if the customer wishes to place its trust in them in matters of importance. The customer shall be obliged to inform GBA immediately if the delivered services are recognisably defective.

6.3 In the event of defects, we shall decide at our own discretion whether we shall render subsequent performance in the form of rectification of the defect or a new performance of the service. Warranty claims shall become statute-barred within one year from the beginning of the statutory limitation period; this shall not apply in the event of fraudulent concealment of a defect.

6.4 Unless expressly agreed otherwise in writing, a contractual relationship shall only exist between GBA and the customer and no contract shall be concluded in favour of third parties or with protective effect for third parties.

6.5 The customer undertakes to indemnify GBA against all claims by third parties based on a breach of duty or fault on the part of the customer.

6.6 Unless otherwise stated in these GTC, GBA shall be liable in the event of a breach of contractual and non-contractual obligations in accordance with the relevant statutory provisions. GBA shall be liable for damages - for whatever legal reason - in the event of intent and gross negligence. In the event of ordinary negligence, GBA shall only be liable for damages arising from the breach of an essential contractual obligation (obligation the due performance of which is essential for the proper execution of the contract and the observance of which the contractual partner may regularly rely on); in this case, however, GBA's liability shall be limited to compensation for the foreseeable, typically occurring damage.

6.7 GBA's liability for damages caused by delays shall be limited - except in the case of intent or gross negligence - to a maximum amount of 25% of the net order value.

6.8 The above exclusions and limitations of liability shall apply to the same extent to the benefit of GBA's bodies, legal representatives, employees and other vicarious agents. They shall not apply if GBA has fraudulently concealed a defect or has assumed an express guarantee. The same shall apply to damages resulting from injury to life, limb and health as well as claims under the Product Liability Act.

6.9 In the event that the customer exercises its statutory right of termination pursuant to § 648 BGB (in the case of work performance), deviating from the statutory presumption provision, GBA shall be entitled to 10 per cent of the agreed remuneration for the part of the services not yet performed.

7. Confidentiality and data protection

7.1 The parties shall treat as confidential all business and operational matters of the other party which come to their knowledge or become known to them in connection with the business relationship and which are marked as confidential or where the confidentiality results from the nature of the information, in particular trade secrets.

7.2 GBA shall be obliged to use commercially reasonable efforts to treat all work results confidential. This shall not apply if payment claims for work performed have to be proven. We shall also be entitled to disclose, pass on or use our knowledge gained in the course of our activities if we are obliged to do so by law or if the customer expressly releases us from the obligation of confidentiality in writing. In addition, we shall be entitled to use the results of our examinations in anonymous form for scientific or statistical purposes within the scope of our activities, in compliance with data protection laws, and to publish and subject them to independent scientific evaluation, provided that this is not contrary to any legitimate interests of the customer known to us.

7.3 The customer may use the work results (test, certification, analysis results) only for the agreed purposes and only make them available to third parties previously specified in writing. The customer also undertakes not to publish the determined work results or other confidential information of GBA. However, this shall not apply if the customer is obliged by law, authority or court to disclose what the customer has to inform GBA about.

7.4 GBA shall process personal data to the extent necessary within the scope of fulfilling the order. This includes in particular the names and business contact details of the customer's contacts. This data shall be processed exclusively for the intended purpose and– used for order fulfilment–, invoicing and transmission of analysis results. More detailed information on this can be found in our information sheet on data collection from customers and in the privacy statement on our website.

8. Place of performance, choice of law and place of jurisdiction

8.1 The place of performance for obligations arising from the contractual relationship shall be the registered office of our branch, unless otherwise specified.

8.2 These GTC as well as the contracts concluded within the framework of these GTC shall be subject to German law. The United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG) is expressly excluded.

8.3 The exclusive place of jurisdiction shall be Hamburg if the customer is a merchant, a legal entity under public law or a special fund under public law. This shall also apply in the event that the customer's place of residence or habitual abode is unknown, located abroad or relocated there.

8.4 GBA shall also be entitled to bring an action at the general place of jurisdiction of the customer.

8.5 If the customer has its registered office outside the European Economic Area, the following shall apply in deviation from Sections 8.3 and 8.4: All disputes arising from the contractual relationship between the customer and GBA shall be finally and bindingly decided in accordance with the Arbitration Rules of the German Institution of Arbitration (Deutsche Institution für Schiedsgerichtsbarkeit e.V. (DIS)) by an arbitrator to the exclusion of due process of law. The place of arbitration shall be Hamburg. The language of the case shall be English unless the parties agree on a different language.

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