
Standard Terms of Contract (STC) of Epigenomics AG

1. General issues

The following Standard Terms of Contract (STC) shall apply to all offers, commissions, orders, deliveries and services relating to us as well as any other agreements concluded within the scope of existing business relations and any such business relations as may come about in future, even if these terms have not been agreed explicitly. Any deviations herefrom must be agreed in writing. Other, deviating provisions (in particular Standard Terms and Conditions of third parties) shall not be included in the contract. This shall apply even if we have not explicitly opposed these or if there is no corresponding (specific or general) provision to this effects in our Standard Terms of Contract of (STC). In this case, the statutory regulations shall apply.

2. Offers

Our offers are subject to confirmation. A contract shall only be deemed to have been concluded after we have confirmed the order in writing. The scope of our services is subsequently determined by our written confirmation of order in connections with these STC. 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

Our prices are to be understood as ex Domicile plus packaging, loading and sales tax in the respective statutory amount. Services shall be charged in euros according to the prices valid on the date of delivery plus the applicable statutory sales tax. In the event of an increase in costs, we reserve the right to increase the prices accordingly.

4. Delivery period, terms of delivery

All statements issued by us as supplier regarding the duration of the work to be rendered are only approximately accurate since they are estimated on the basis of previous experience. The adherence to a delivery period agreed firmly by way of an exception shall depend on all commercial and technical issues between us and the buyer having been clarified and the buyer fulfilling all obligations incumbent upon him. Should this not be the case, the delivery time shall be extended by a reasonable period. Part deliveries effected by us shall be permissible, unless this is considered to be unreasonable for the other contracting party. In the event of delayed delivery caused by force majeure and impediments which are beyond our control (including the fault of our suppliers, stoppages, labor disputes, etc.) the contracting party shall not be entitled to claim compensation for damages. Goods shall always be dispatched by us at the buyer's own risk.

5. Payments, right to off-set

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. In the event of default, we shall be entitled to charge default interest at a rate of at least 5% (in the case of traders 8 %) above the base lending rate. Furthermore, we shall be entitled to compensation of any proven losses going beyond that. A contracting party may only offset counterclaims or exercise a right of retention if such counterclaims are indisputable with regards to their cause and amount or have been established before a court of law.

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. We do not accept extended reservation of titles toward our suppliers. Simple reservation of title shall only be acknowledged by us in so far as it permits us to sell, process or commingle the delivered goods in the ordinary course of business.

7. Inspection and warrantee

The buyer agrees to duly inspect the delivered goods immediately for his own account and to report to us without delay any defects, wrong deliveries or short deliveries in writing. Notice of defects must be issued within a period of 10 days following delivery.

8. Compensation of damages, statute of limitations

Irrespective of the legal grounds (especially in the case of the compensation of losses which have not been sustained by the actual article of sale), we shall accept liability (even in the case of losses resulting from breaches of duty with contractual negotiations) only in the event of intent, culpable breach of substantial contractual obligations, gross negligence on the part of the owner / the corporate organs or managerial staff, culpable loss of life, physical injury or damage to health, defects that we fraudulently kept secret or the absence of which we guaranteed, in so far as the product liability law requires us to accept liability for personal injury or damage to property used for private purposes. Should delivery be delayed as a result of such fault, or should delivery be rendered impossible, the claims for damages shall be limited to the actual loss, however, not exceeding 10% of the value of the article of sale or the subject of the service, which can no longer be used expediently. Further liability on our part - regardless on what legal grounds - in particular for the compensation of losses which have not been sustained by the article of sale itself is excluded herewith. All warranty claims against us shall become statute time-barred 24 months following the passing of risk.

9. Authorized Use

Unless otherwise stated in our catalog or product documentation accompanying the product(s), our products are intended for Research Use Only (RUO) and are not to be used for any other purpose, which includes but is not limited to, unauthorized commercial uses, in vitro diagnostic (IVD) uses, ex vivo or in vivo therapeutic uses or any other type of consumption or application in humans or animals.

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 products does not convey any license for any non RUO applications, in particular not for any use in diagnostic applications.

10. Liability

We shall accept no liability for our goods and services being suitable or usable for the purpose desired by our contractual partner. Our results and information are determined to the best of our knowledge and belief but are, however, supplied without obligation and do not discharge our contractual partner of his responsibility to check whether these are suitable or can be used for his purposes. The aforementioned provisions are the only assurances, guarantees and obligations that we are willing to enter into with regard to the products and services supplied by us.

11. Place of performance, choice of law, jurisdiction

The place of performance and fulfillment of the buyer or supplier with regard to us shall be our principal place of business. 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). 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).

12. 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.

13. Cancellation, returning

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.

14. Validity

Should individual provisions of these STC or of an agreement concluded on their basis be or become ineffective, either in whole or in part, this shall not affect the remaining provisions hereof.