

## general terms and conditions

### 1. Scope and validity

1.1. Business transactions and delivery of products from the TransMIT-webshop are exclusively based on these General Terms and Conditions. If a particular product is manufactured at the customer's request, this business relationship shall also be conducted on the basis of these General Terms and Conditions.

1.2. The product range in the TransMIT-webshop is exclusively aimed at customers who are to be regarded as commercial businesses pursuant to § 14 par. 1 BGB (German Civil Code) and thus exclusively to commercial customers, including research institutions, legal entities under public law or special funds under public law.

1.3. The term "customer" and the pronoun „it“ is used gender-neutral and exclusively for reasons of clarity and refers equally to the female, male and/or indeterminate sex.

1.4. The sale and supply of the substances to the customer are exclusively for research purposes. Any other use, in particular for commercial purposes, requires the prior written consent of TransMIT and, if applicable, the conclusion of a license agreement. Similarly, the transfer of substances to third parties (paid or free of charge) requires the prior written consent of TransMIT.

1.5. The customer confirms that it is aware of and accepts these General Terms and Conditions by selecting the correspondingly marked box on the website during the ordering process. These terms and conditions shall be deemed to have been accepted by the customer at the latest upon receipt of an ordered product and the invoice enclosed with the delivery. Counterconfirmations by the customer referring to his own terms and conditions of business or purchase are hereby objected to. Deviations from these general terms and conditions are only effective if TransMIT confirms them at least in text form.

1.6. The currently valid general terms and conditions can be found on the website and printed out.

### 2. Contract conclusion

2.1. The presentation of the products in the TransMIT-webshop does not constitute a legally binding offer, but a non-binding invitation to order products in the TransMIT-webshop. By clicking the button "purchase" (in German: „kaufen“) at the end of the order process in the online shop, the customer places a binding order for the products contained in the shopping cart (§ 145 BGB). The receipt of the order is confirmed by an automated e-mail. This acknowledgement of receipt does not constitute an acceptance of the purchase offer.

2.2. The purchase contract is only concluded when TransMIT expressly declares its acceptance of the binding order or the subsequent shipment of the products (with or without express declaration of acceptance) by TransMIT.

2.3. The customer's exclusive contractual partner is TransMIT Gesellschaft für Technologietransfer mbH, Kerkrader Straße 3, 35394 Gießen in Germany.

### 3. Prices and shipping costs

3.1. The prices listed in the TransMIT-webshop at the time of ordering are valid. All prices are net prices without value added tax, which the customer has to pay on top in their respective applicable statutory amount. The applicable statutory amount may vary depending on the place of delivery relevant to the customer.

3.2. The shipping costs are shown separately. The customer can provisionally calculate the estimated shipping costs within the order process.

3.3. If the goods are shipped to countries other than the Federal Republic of Germany, any customs duties, taxes and fees are to be borne by the customer. These will be communicated in the order confirmation, if known, and will be invoiced additionally. This also applies to VAT in cases where the VAT-ID details are not correct.

#### **4. Payment, delivery period**

4.1. Payment of the purchase price is made by advance payment or credit card. Research institutions also have the option of ordering on an invoice basis. If you choose advance payment as payment method, the payment is made by bank transfer to the account named in the confirmation of receipt. Payments are to be made without deduction. The customer shall also bear any costs or fluctuations in the amount of a money transaction arising from his bank or from his country of delivery. The invoice amount is to be transferred within 10 calendar days after receipt of the confirmation of receipt. In the event of non-payment, TransMIT reserves the right to cancel the order after two enquiries.

In case of payment by credit card, the amount of the purchase price is reserved on the customer's credit card account at the time of ordering ("authorization"). The actual debit of the credit card account takes place at the time when the goods were shipped. If the customer is a research institution and has ordered on invoice, the invoiced amount must be transferred within 14 calendar days of receipt of the invoice.

4.2. If, in exceptional cases, a different payment method is expressly and prior agreed upon, TransMIT will inform the customer of the corresponding processing separately.

4.3. The dispatch takes place after receipt of payment and according to the indicated availability in the TransMIT-webshop or after the agreement of the parties.

4.5. The dispatch time for products marked "in stock" - subject to interim sale - is usually 2 to 3 days, maximum one week. Products marked "on demand" are synthesized on request and are usually shipped within 3 to 4 weeks.

The delivery period depends on the shipping service provider in the delivery area.

#### **5. Intellectual Property Rights**

Except as expressly agreed otherwise, nothing in these terms and conditions or due to the delivery of the products to the customer or in providing services to the customer, shall be construed as granting to the customer any rights, licenses, patents or trade secrets of TransMIT or any third party, or used by any such party, is licensed to and is connected with the technology and/or processes contained in the products, the system structure or its use.

#### **6. Safety regulation**

6.1. The handling of all substances may only be carried out by appropriately qualified, technically competent persons who are as familiar with laboratory work as with the potential risks.

6.2. TransMIT is obliged to ensure safe handling of the delivered products. The customer is responsible for his own employees as well as for all persons who come into contact with the products and he is obliged to inform them about all risks that may arise for people and objects from the products and about the safe handling and use of the products. The customer is also responsible for the safe disposal of the products.

#### **7. Warranty, use of products, complaints**

7.1. Warranty with regard to TransMIT's products shall only apply to the original buyer and not to any third parties. It only applies to the use of the products in their contractual provision, that is to say for research purposes in connection with natural substances and fine chemicals to the extent described in section 6.2. In particular, no warranty shall be assumed in the event of modifications to the products by the customer or third parties. Only TransMIT's own statements are binding for the quality of the products.

7.2. With the purchase of the product, the customer acquires a non-transferable right to use the product exclusively for his own research purposes. The customer is not authorized, to transfer

- a) the product,
- b) its components and/ or
- c) materials and/or components resulting from the use of the product

to third parties for commercial purposes and/or otherwise use them for commercial purposes.

7.3. The customer is entitled to transfer knowledge, information or materials or components arising from the use of the product to scientific staff provided that this does not take place for commercial purposes and the staff make a written declaration stating that they themselves

- a) not transfer the materials and/or components in question to any third parties and/or
- b) use the transferred knowledge, information or materials or components resulting from the use of the product solely for research purposes and not for any commercial purposes.

7.4. Commercial purposes shall be understood to mean, in particular, any activity by which

- a) the product and/or its components are used in the production process,
- (b) the product and/or its components are used in reverse engineering in functionally comparable materials,
- (c) the product and/or its components provide a service, information or data,
- (d) the product and/or its components are used for therapeutic, diagnostic or prophylactic purposes; and/or
- (e) in the case of resale of the product and/or its components, whether or not such resale is for research purposes.

7.5. In the event that the customer acts in any way contrary to the permitted forms of use described in this Clause 6, the customer shall be obliged to return the product to TransMIT immediately. TransMIT will then reimburse the purchase price less the quantities used and without shipping costs or other fees incurred.

7.6. The inspection and notification obligations of §§ 377, 378 HGB (German Commercial Code) apply with the following proviso: The customer is obliged to inspect the goods with the necessary care for quality and quantity deviations without delay and to report obvious defects immediately after receipt of the goods. The complaint must always be made at least in text form with a detailed description of the type of storage and use, including a detailed description of the defect. Defects which cannot be detected even after careful inspection must be reported to TransMIT without delay but at the latest within one week after their discovery. The assertion of warranty claims is excluded in case of breach of the obligation to examine and give notice of defects.

7.7. In the event of a defect in the product, the customer may first choose whether the supplementary performance is to be carried out by rectification of defects or replacement delivery. However, TransMIT is entitled to refuse the type of supplementary performance chosen by the customer if it is only possible with disproportionate costs and the other type of supplementary performance remains without significant disadvantages for the customer. During subsequent performance, the reduction of the purchase price or withdrawal from the contract by the customer is excluded. A rectification of defects shall be deemed to have failed with the second unsuccessful attempt, unless something else arises in particular from the nature of the item or the defect or other

circumstances. If the supplementary performance has failed or if TransMIT has refused the supplementary performance altogether, the customer may, at its discretion, demand a reduction of the purchase price (reduction) or rescission of the contract (withdrawal).

7.8. TransMIT is entitled to withdraw from the contract and to reclaim the products if the customer behaves contrary to the contractual provisions, in particular with regard to its obligations under clauses 1.2 and 6, if it cannot reasonably be expected to adhere to the contract.

7.9. The warranty period is one year, calculated from delivery of the goods.

## **8. Limitations of liability**

8.1. TransMIT shall be liable without limitation for wilful intent and gross negligence as well as in accordance with the provisions of the Product Liability Act and for culpably caused damage resulting from injury to life, limb and health of persons.

8.2. In other respects, TransMIT shall be liable in the event of a slightly negligent breach of essential contractual obligations, the fulfilment of which makes the proper execution of the contract possible in the first place and on which the customer may regularly rely (cardinal obligation). This liability is limited to the amount of the damage foreseeable at the time of conclusion of the contract, which is typically to be expected.

8.3. Insofar as TransMIT's liability is excluded or limited, this shall also apply to the personal liability of its employees, workers, staff, representatives and vicarious agents.

8.4. The customer is obliged to take appropriate measures to prevent and reduce damages.

## **9. Data protection**

TransMIT stores the customer's order and address data exclusively for use within the scope of order processing and for possible warranty claims. In all respects, the provisions of the "data protection declaration" apply to the use of the data.

## **10. Retention of title**

TransMIT retains title to the delivered product until full payment of all claims arising from the order.

## **11. Modification**

TransMIT is entitled to modify the product or its synthesis at any time. However, this does not result in a claim to make such changes to products that have already been delivered.

## **12. Final provisions**

12.1. The exclusive place of jurisdiction for all disputes arising from the contractual relationship is Gießen. All disputes arising from the contractual relationship shall be governed exclusively by German law. The UN Convention on Contracts for the International Sale of Goods (CISG) does not apply.

12.2. TransMIT shall be entitled to unilaterally amend these general terms and conditions insofar as they have been introduced into the contractual relationship with the customer and/ or insofar as this is necessary for the elimination of subsequent disturbances in equivalence or for adaptation to changed legal or technical conditions. TransMIT will inform the customer about an adjustment by notifying the content of the amended regulations. The amendment shall become an integral part of the contract if the customer does not object within six weeks after receipt of the change notification to the inclusion in the contractual relationship to TransMIT in writing or text form.

12.3. Should individual provisions of the contract including these provisions be or become invalid in whole or in part, or should the contract have an unforeseen loophole, the validity of the remaining

provisions or parts of such provisions shall remain unaffected. The ineffective or missing provisions shall be replaced by the respective legal regulations.

Date: 05.02.2018