

General Terms and Conditions of Microcoat Biotechnologie GmbH (Terms and Conditions of Sale, 01/01/2016 version)

I. Scope/Written form

1. The following General Terms and Conditions apply to business relationships between Microcoat Biotechnologie GmbH and its customers, unless otherwise agreed in individual contracts. They apply exclusively to the sale and delivery of products.
2. General terms and conditions of the customer which conflict with, or deviate from, the following General Terms and Conditions will only apply if Microcoat Biotechnologie GmbH has provided its express, written consent thereto.
3. These General Terms of Sale and Delivery will also apply to future contracts with customers.

II. Offer and acceptance/Contract conclusion

1. Offers made by Microcoat Biotechnologie GmbH are binding on the company for 8 weeks. The customer's order constitutes binding acceptance of the offer.
2. Where the customer makes an offer to Microcoat Biotechnologie GmbH, Microcoat Biotechnologie GmbH can accept this offer within 2 weeks. Acceptance is effected by confirmation of order.

III. Pricing/Price changes/Costs/Payment terms/Default/Set-off/

Right of retention

1. Prices are quoted "ex works". Prices agreed with the customer are plus applicable statutory sales tax. Packaging and delivery costs are invoiced separately to the customer.
2. Where the contractual product can only be delivered to the customer after expiry of a 4-month period from contract conclusion, for reasons for which the customer is responsible, Microcoat Biotechnologie GmbH is entitled to increase or reduce its prices accordingly, if, after conclusion of the contract with the customer, there are cost increases or cost reductions, in particular on the basis of changes to labour costs and material costs. Microcoat Biotechnologie GmbH will provide the customer with evidence of such changes, upon request. Where the price hereby increases by more than 40%, the customer is entitled to withdraw from the contract.
3. Upon request of the customer, Microcoat Biotechnologie GmbH will obtain transport insurance. The customer will bear the costs of such insurance.
4. Unless otherwise noted in the order confirmation or on the invoice, invoices are payable within 30 days from issue of invoice, without deduction.
5. If the customer is in default of payment, Microcoat Biotechnologie GmbH is entitled, without prejudice to further damages claims, to require default interest calculated at 9% above the applicable basic interest rate.
6. The customer is only entitled to set-off in relation to claims that have been finally determined by a court, are undisputed or have been recognized by Microcoat Biotechnologie GmbH. The customer is only entitled to assert a right of retention insofar as its counterclaim pertains to the same contractual relationship.

IV. Delivery/Delivery deadlines/Delivery periods/Delayed delivery/Disruptions

1. Deliveries are made "ex works". Risk transfers to the customer as soon as the contractual product is provided to the shipping company.
2. Delivery deadlines are, unless otherwise expressly agreed in writing or conceded in writing by Microcoat Biotechnologie GmbH, always non-binding.
3. Delivery deadlines agreed with the customer in writing or conceded are complied with, if the object of delivery has left the works, or the goods are ready for collection by the customer, prior to expiry of the deadline. It is a prerequisite of compliance with agreed delivery periods that the customer fulfils obligations incumbent upon it in a timely and proper manner.
4. Where Microcoat Biotechnologie GmbH cannot comply with an agreed delivery deadline, the customer must provide an appropriate grace period with an accompanying warning of refusal to perform. Where Microcoat Biotechnologie GmbH fails to deliver by expiry of the grace period provided, the customer is entitled to withdraw from the contract.
5. Where failure to comply with an agreed delivery deadline results from force majeure, industrial action, fire, official interventions or similar, unforeseeable events, the delivery period

will extend by the duration of such events. This will apply accordingly in the event that Microcoat Biotechnologie GmbH is in default of delivery when such events occur or where such events affect its suppliers. Microcoat Biotechnologie GmbH will inform the customer immediately of such circumstances. Where such disruption leads to a postponement of delivery in excess of 4 months, both Parties may withdraw from the contract.

6. Where the customer groundlessly refuses acceptance of the delivery, Microcoat Biotechnologie GmbH will invoice the customer for resultant additional expenditure for return delivery, resupply etc.

V. Retention of title

1. Microcoat Biotechnologie GmbH retains title to the respective contractual product until complete payment has been made.

2. Retention of title also covers products resulting from processing/enhancement of, or combination or mixing with, the contractual product, at their full value. Where third parties hold property rights in respect of processing/enhancement, combination or mixing with their goods, then Microcoat Biotechnologie GmbH will acquire co-ownership in the ratio of the invoice value of the processed/enhanced, combined or mixed goods. In addition, the same conditions will apply for the resultant product as for contractual products delivered and subject to retention of title.

3. For the duration and existence of retention of title, the customer is prohibited from attachment of the contractual product and from using it as a security.

4. The customer is entitled to resell the contractual product in the ordinary course of business on the condition that the customer makes the reservation to its customer that ownership will only transfer to the latter when it completely fulfils its payment obligations. The customer hereby assigns to Microcoat Biotechnologie GmbH receivables resulting from the resale of the goods to its customer, irrespective of whether the goods are sold on to its customer without or after further processing/enhancement. Microcoat Biotechnologie GmbH hereby accepts such assignment.

5. The customer must inform Microcoat Biotechnologie GmbH immediately of all third-party actions (e.g. seizure) which jeopardize the rights of Microcoat Biotechnologie GmbH.

6. Where the customer acts contrary to contractual agreement, in particular, where it fails to pay the purchase price owed, Microcoat Biotechnologie GmbH is entitled to rescind the contract in accordance with statutory provisions and to demand return of the goods on the basis of retention of title and the rescission. The company is entitled to dispose of the goods in this case, wherever possible. Earnings from the disposal will be credited towards the liabilities of the customer.

7. Where the value of the existing securities for Microcoat Biotechnologie GmbH exceeds its claims vis-a-vis the customer by more than 10%, Microcoat Biotechnologie GmbH will release securities at its discretion upon request of the customer.

VI. Default of acceptance

Where the customer is in default of acceptance or culpably violates other obligations to cooperate, Microcoat Biotechnologie GmbH is entitled to demand compensation for resultant damages incurred, including additional expenses. The assertion of further rights or claims remains reserved.

VII. Rescission of the Contract

1. Microcoat Biotechnologie GmbH is not obliged to deliver, where the manufacturer has discontinued production of the goods ordered or force majeure events occur, insofar as these circumstances occur after contract conclusion, were not foreseeable at the time of contract conclusion and Microcoat Biotechnologie GmbH is not responsible for the failure to deliver and can,

further, provide evidence that it has failed in efforts to supply similar goods. Microcoat Biotechnologie GmbH will inform the customer immediately of the above-mentioned circumstances and will refund payments already made for the services.

2. Microcoat Biotechnologie GmbH is further entitled to rescind the contract, where the customer has provided incorrect information in relation to its creditworthiness, with the result that claims for payment by Microcoat Biotechnologie GmbH are endangered. This will apply, in particular, in the event of objective inability to pay on the part of the customer, cessation of payment by the customer,

an application for or initiation of insolvency proceedings relating to the customer's assets or where there is objective evidence that the customer is unworthy of credit.

VIII. Take-back of goods

1. In the event of rescission in accordance with Section VII. and take-back/return of delivered goods, Microcoat Biotechnologie GmbH is entitled to compensation for expenses, making the goods available for use and their reduction in value as follows:

a) For expenses incurred as a result of the contract, Microcoat Biotechnologie GmbH can require full compensation.

b) For reduction in value and making the goods available for use, Microcoat Biotechnologie can require a lump sum charge of 10% of the contract value. The purchaser is entitled to prove that Microcoat Biotechnologie has incurred no losses or has only incurred a lower amount of loss.

2. Clause 1 above will not apply where the contract is rescinded as a result of effective withdrawal following unsuccessful supplementary performance.

IX. Warranty and rights in relation to defects

1. Warranty claims by the customer require that the latter examines the contractual products immediately after delivery and notifies Microcoat Biotechnologie GmbH immediately, in writing, in the event of identifiable defects or quantity deviations. The customer must notify concealed defects immediately upon their discovery.

2. In the event of defects in the purchased item, Microcoat Biotechnologie GmbH is initially entitled to provide supplementary performance. Microcoat Biotechnologie GmbH can, at its discretion, remedy defects or deliver new items to the customer. In the event of remedying the defects or replacement delivery, Microcoat Biotechnologie GmbH is obliged to bear all necessary expenses incurred for the purpose of supplementary performance, in particular, transportation and shipment costs, labour costs and material costs, insofar as these are not increased by virtue of the purchased item being taken, by the customer, to a place other than the place of performance.

3. Where supplementary performance is unsuccessful, the customer can withdraw from the contract or require a refund of the purchase price.

4. Warranty claims by the customer will be void where the latter fails to use, handle, process and/or store the contractual product in accordance with the specifications of Microcoat Biotechnologie GmbH and the defect occurring is attributable to this.

5. Warranty claims become statute-barred one year from delivery of the contractual product.

X. Liability

1. Microcoat Biotechnologie GmbH is liable for intent and gross negligence in accordance with statutory provisions. This also applies in the event of culpability of its representatives, authorized agents or vicarious agents.

2. Liability for culpable injury to life, limb or health and liability for culpable violation of fundamental contractual obligations remain unaffected. This also applies for strict liability in accordance with Product Liability Law and insofar as Microcoat Biotechnologie GmbH has maliciously concealed a defect or assumed a guarantee for characteristics of the contractual products.

3. Insofar as Microcoat Biotechnologie GmbH has negligently violated a fundamental contractual obligation, the customer's claim for damages is limited to contractually-typical, foreseeable damages. Microcoat Biotechnologie GmbH will not be liable for damages not caused to the contractual product itself, in particular, it will not be liable for loss of profit or for other financial losses, e.g. to other legal assets of the customer. The exclusion of liability in accordance with Clauses 1 and 2 above will not apply insofar as there is strict liability on the basis of wilful intent, gross negligence or injury to life, limb or health or insofar as Microcoat Biotechnologie GmbH has maliciously concealed a defect or has assumed a guarantee for characteristics of the contractual product.

4. The provisions at Clauses 1 to 3 above cover compensation for damages in addition to and in place of performance, on any legal grounds whatsoever, in particular, for defects, violation of obligations within the contractual relationship or for tortious liability. They also apply to claims to compensate wasted expenditure.

5. Microcoat Biotechnologie GmbH will also not be liable for any production shutdown, operational interruption or for damages to raw materials provided by the customer and

processed by Microcoat Biotechnologie GmbH or for damages which are caused by failure of the customer or a third party to observe instructions (warning notices) issued by Microcoat Biotechnologie GmbH.

6. The preceding provisions do not lead to a change in the burden of proof to the disadvantage of the customer.

XI. Data protection

1. In the context of implementation of the present Agreement, Microcoat Biotechnologie GmbH will process and use the customer's data including its personal data. In doing so, Microcoat Biotechnologie GmbH will observe the provisions of Data Protection Law.

2. The customer consents to processing and use of its data by Microcoat Biotechnologie GmbH in accordance with Clause 1.

XII. Applicable law/Place of performance/Place of jurisdiction

1. The law of the Federal Republic of Germany to the exclusion of UN Sales Law (CISG) will apply.

2. Unless otherwise stipulated on the confirmation of order, the place of performance is the business headquarters of Microcoat Biotechnologie GmbH.

3. The place of jurisdiction is Munich.