

General Terms and Conditions of Microcoat Biotechnologie GmbH for Service Provision (Version: 01/01/2016)

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 services provision.
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 and Conditions will also apply to future contracts with customers.

II. Offer and acceptance/Contract conclusion

1. An offer made by Microcoat Biotechnologie GmbH is 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 agreed with the customer are plus applicable statutory sales tax.
2. Where tests, studies or development activities can only be carried out 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. Unless otherwise noted in the order confirmation or on the invoice, invoices are payable within 30 days from issue of invoice, without deduction.
4. 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.
5. 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. Performance dates/Performance periods/Default/Delay in provision of services

1. Deadlines indicated to the customer for test results or development results to be issued are, unless otherwise agreed in writing or conceded by Microcoat Biotechnologie GmbH in writing, always non-binding.
2. It is a prerequisite of compliance with agreed deadlines that the customer fulfils obligations incumbent upon it in a timely and proper manner, in particular, making the required sample materials available in good time, in the required quantity and composition (e.g. diagnostic samples such as human sera or input materials).
3. Where Microcoat Biotechnologie GmbH cannot comply with an agreed deadline, the customer must provide an appropriate grace period with an accompanying warning of refusal to perform. Where Microcoat Biotechnologie GmbH fails to provide the test result by expiry of the grace period provided, the customer is entitled to withdraw from the contract.
4. Where failure to comply with an agreed performance period results from force majeure, industrial action, fire, official interventions or similar, unforeseeable events, the performance period will extend by the duration of such events. This will apply accordingly in the event that Microcoat Biotechnologie GmbH is already 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.

V. Ownership

1. Information supplied or sample materials made available by the customer for test purposes or development purposes remain the property of the customer.
2. The customer will receive, insofar as agreed in writing, all data, records and documentation used to carry out the test or developments.
3. Unless otherwise agreed, the customer has all rights to the test result or development result. Information on components in the possession of or owned by Microcoat Biotechnologie GmbH are excluded, as well as information in relation to the process carried out by Microcoat Biotechnologie GmbH to obtain the test result or development result.

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. 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 sample 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.

VIII. 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.

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

1. This Agreement is governed by the law of the Federal Republic of Germany.
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.