



General terms and conditions of business

1. General

Our offers, sales and deliveries are exclusively subject to the terms and conditions provided hereinafter. These conditions comprise integral parts of the contracts with our customers. Any terms and conditions of the customer which deviate from our terms and conditions shall require our explicit written consent. However, any overriding individual agreements with our customers shall remain unaffected. We do herewith object to any annulment of our terms and services.

2. Prices and payment

The catalog/list prices valid at the time an order is placed shall apply in each case. Our invoices shall be payable within 30 days of the date of invoice without deduction, unless other agreements have been made. In the case of late payments, we shall be entitled to invoice interest on payment at the legal rate beginning on the day of missed payment. Our right to claim any possible further damages caused by late payment shall remain unaffected. We furthermore reserve the right to withdraw from any contract in case of a customer in arrears.

3. Transport

Unless agreed otherwise, the costs for insurance, transport and packaging shall be paid by the consignee and shall be shown separately in the invoice. The risk shall pass from us to the customer with the sending of wares unless the customer is a consumer.

4. Defects and complaints

When delivered to customers who are not consumers according to § 13 BGB (Germany), reports of obvious defects in the quantity or quality of the consignment shall be immediately forwarded upon receipt of sale by citing the date of order, number of the bill of delivery or invoice as well as the corresponding batch/series numbers. The ware shall otherwise be regarded as accepted. For deliveries to consumers (as defined by § 13 BGB (Germany)), the statutory provisions will be followed.

5. Liability

Our liability for damages on the basis of contractual, quasi-contractual, tortious, or any other legal grounds shall be determined as follows: In case of intentional or grossly negligent behavior on our part or on the part of our representatives or vicarious agents, we shall be liable in accordance with the provision of the law. In all other cases, we shall only be liable to the extent set forth in the German Product Liability Act for loss of life, bodily injury or damage to health, or in case of fraudulent concealing of a defect or in case we have granted a guarantee with respect to the condition of the delivered object, as well as for foreseeable damage typical of the contract concerned resulting from a major breach of contractual obligations. Contractual obligations are those whose fulfillment is necessary for the proper execution of the contract, and whose obligation the customer can generally rely upon. However, our liability for damages resulting from breach of contractual obligations is limited to damages typical of the contract concerned.

6. Resale and export control

The customer shall be obliged to comply with the regulations under public law, which pertain to the delivery and use of the object of purchase. Prior to the provision of objects of purchase subject to approval under public law, we must be in receipt of a copy of the respective permission granted to the customer. The customer shall be obliged to forward such approval together with the first order. The customer is obliged to refrain from violating the content of export permits or any other relevant provisions. The customer shall declare that he is familiar with the corresponding export provisions and customs regulations. In case of a resale of the wares delivered by us, the customer shall be obliged to comply with the relevant export provisions, particularly those of the United States of America.

7. Transfer of material

The physical wares delivered by us shall remain property of Abcalis GmbH until the purchase price has been paid in full. If the customer is not a consumer (as defined by § 13 BGB (Germany)), the delivered physical wares remain our property until the customer fulfills all obligations proceeding from the business relationship.

8. Intellectual Property

All intellectual property rights and know-how relating to products, materials and information are solely and exclusively owned by Abcalis GmbH. The customer agrees to use such products, materials and information for customer's own internal research purposes only. If the customer wishes to use Abcalis GmbH products, materials or information for any kind of commercial purpose or any purpose other than its own internal research purposes, the customer will require an additional commercial license from Abcalis GmbH, for which the customer must contact licensing@abcalis.com.



9. Return

Returning of wares which have been delivered according to contractual agreement shall require our prior consent. Refrigerated or frozen products as well as all diagnostic products are excluded from return. In case of a return, we will assess a fee of 10% of the value of the ware, or at the minimum a fixed sum to cover handling charges.

10. Place of jurisdiction

The venue for all legal disputes with the customer shall be the location of the Abcalis GmbH foreign subsidiary serving as contractual partner, provided that the customer is a dealer or body corporate organized under public law, and that no exclusive place of jurisdiction is applicable. However, we have the right to pursue legal proceedings against the customer before any other competent court.

11. Applicable law

The contracts concluded with our customers shall exclusively be subject to the respective substantive law of the state of residence of the national Abcalis GmbH subsidiary acting as contractual partner to the exclusion of the provision of the UN Law on the International Sale of Goods (CISG), even if the customer is located in another country.

12. Validity

If one of the previous terms or paragraphs should be or become invalid, the validity of the remaining terms shall be unaffected. Statutory law shall take the place of the invalid provision.

13. Storage of data

Abcalis GmbH is authorized to save, transfer domestically and abroad, utilize, alter and delete personal data from the ordering party in the course of commerce in accordance with § 27 f BDSG (Germany). The data shall be saved by Abcalis GmbH. The ordering party shall not receive notification of this in accordance with § 33 subject. 1 BDSG (Germany). In accordance with § 28 subject. 4 BDSG (Germany), the ordering party may object to the use of these data for marketing, market and opinion research (which is allowed under § 28 subject. 3).

14. Product specific terms and conditions

Additional terms and conditions govern the sale of certain Products. These additional terms and conditions are available from the sales offices of Abcalis GmbH and shall take precedence in the event of any inconsistency with these Terms and Conditions.

15. Restricted Use

With respect to certain products, use restrictions are a condition of the purchase which customer must satisfy by strictly abiding. Buyer is solely liable to ensure compliance with any regulatory requirements related to the customer's use of the products. Any warranty granted by Abcalis GmbH to the customer shall be deemed void if any products covered by such warranty are used for any purpose not permitted hereunder. In addition, the customer shall indemnify Abcalis GmbH and hold Abcalis GmbH harmless from and against any and all claims, damages, losses, costs, expenses and other liability of whatever nature that Abcalis GmbH suffers or incurs by reason of any such unintended use.

16. Insolvency

In the event that the customer becomes insolvent or applies for bankruptcy or, being a company, goes into liquidation (other than for the purposes of reconstruction or amalgamation), Abcalis GmbH shall be entitled immediately to terminate the contract without notice and without prejudice to any other rights of Abcalis GmbH hereunder.

17. Force Majeure

A party shall not be liable in respect of the non-performance of any of its obligations to the extent such performance is prevented by any circumstances beyond its reasonable control including but not limited to, strikes, lock outs or labour disputes of any kind (whether relating to its own employees or others), fire, flood, explosion, natural catastrophe, military operations, blockade, sabotage, revolution, riot, civil commotion, war or civil war, acts or threats of terrorism, plant breakdown, computer or other equipment failure and inability to obtain equipment.

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