

## **GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY**

**of selenOmed GmbH**

(hereinafter referred to as "selenOmed")

**Date:** 01 January 2021

The English version of selenOmed General Terms and conditions of sale and delivery is merely for the purpose of information, the legally binding text is the German text.

### **1. Scope**

- 1.1. These terms and conditions of sale and delivery apply exclusively to entrepreneurs, legal entities under public law or special funds under public law within the meaning of Section 310 (1) of the German Civil Code (BGB). selenOmed will only recognise terms and conditions of the purchaser that conflict with or deviate from our terms and conditions of sale if we expressly agree to their validity in writing.
- 1.2. These terms and conditions of sale shall also apply to all future business transactions with the purchaser, insofar as these are legal transactions of a related nature.
- 1.3. Individual agreements made with Purchaser in individual cases (including collateral agreements, supplements and amendments) shall in all cases take precedence over these Terms and Conditions of Sale. Subject to proof to the contrary, the content of such agreements shall be governed by a written contract or written confirmation from selenOmed.

### **2. Offer, order and conclusion of contract**

- 2.1. Orders can be placed by phone or by email.
- 2.2. If an order is to be regarded as an offer according to § 145 BGB, selenOmed can accept it within two weeks.

### **3. Prices, invoices and payment**

- 3.1. Unless otherwise agreed in writing, our prices are exclusive of transport and plus value added tax at the applicable rate. Transport costs shall be invoiced separately.
- 3.2. Invoices are sent to the buyer exclusively electronically in a standardized data format (currently: PDF invoice).
- 3.3. Payment of the purchase price must be made exclusively to the account specified in the invoice.
- 3.4. The deduction of a cash discount is only permissible with a special written agreement.
- 3.5. Unless otherwise agreed, the purchase price shall be paid within 14 days of invoicing. Interest on arrears shall be charged at a rate of 8% above the respective base rate p.a. We reserve the right to assert a higher damage caused by default.

### **4. Delivery, force majeure and transfer of risk**

- 4.1. The choice of shipping method is reserved to selenOmed.
- 4.2. There are no fixed delivery periods. Delivery dates are non-binding.
- 4.3. selenOmed reserves the right to correct and timely self-delivery.
- 4.4. Force majeure of any kind, unforeseeable operational, traffic or shipping disruptions, fire damage, floods, unforeseeable shortages of power, energy, raw materials or auxiliary materials, strikes, lockouts, official decrees or other hindrances for which the party obliged to perform is not responsible, which delay, prevent or make unreasonable the manufacture, shipment, delivery, acceptance, shall release from the obligation to deliver or accept for the duration and scope of the disruption. This shall also apply if the circumstances occur at suppliers. The aforementioned circumstances shall also not be the responsibility of the party obliged to perform if they occur during an already existing delay. If, as a result of the disruption, delivery or acceptance is delayed by more than 8 weeks, both parties shall be entitled to withdraw from the contract and there shall be no claims for damages in this respect.
- 4.5. The risk of accidental loss or accidental deterioration of the goods shall pass to the Purchaser upon dispatch to the Purchaser, at the latest upon leaving the factory/warehouse. This shall apply irrespective of whether the goods are dispatched from the place of performance or who bears the freight costs.

## **5. Retention of title**

- 5.1. selenOmed retains title to the delivered item until all claims arising from the delivery contract have been paid in full. This also applies to all future deliveries, even if we do not always expressly refer to this. We shall be entitled to take back the object of sale if the purchaser acts in breach of.

## **6. Restrictions on use**

- 6.1. selenOmed products and services are intended for research use only (RUO). selenOmed disclaims any warranty and/or liability if products are used for non-RUO purposes.

## **7. Warranty and notice of defects as well as recourse/manufacturer recourse**

- 7.1. Warranty and/or liability claims are excluded in the event of improper use and/or storage of selenOmed products.
- 7.2. Warranty rights of the purchaser presuppose that he has duly fulfilled his obligations to inspect the goods and give notice of defects in accordance with § 377 of the German Commercial Code (HGB).
- 7.3. Claims for defects shall become statute-barred 12 months after delivery of the goods supplied by selenOmed to our customer. The statutory limitation period shall apply to claims for damages in the event of intent and gross negligence as well as in the event of injury to life, body and health, which are based on an intentional or negligent breach of duty by the user. selenOmed's consent must be obtained prior to any return of the goods.
- 7.4. If, despite all due care, the delivered goods show a defect which was already present at the time of the transfer of risk, we shall, at our discretion, either repair the goods or deliver replacement goods, subject to timely notification of defects. We shall always be given the opportunity to remedy the defect within a reasonable period of time. Claims under a right of recourse shall remain unaffected by the above provision without restriction.
- 7.5. If the supplementary performance fails, the customer may - irrespective of any claims for damages - withdraw from the contract or reduce the remuneration.
- 7.6. Claims for defects shall not exist in the case of only insignificant deviation from the agreed quality, in the case of only insignificant impairment of usability, in the case of natural wear and tear as well as in the case of damage arising after the transfer of risk as a result of incorrect or negligent handling, excessive stress, unsuitable operating resources or due to special external influences which are not assumed under the contract. If improper modifications are made by the purchaser or third parties, there shall also be no claims for defects for these and the resulting consequences.
- 7.7. Claims by the customer for expenses incurred for the purpose of subsequent performance, in particular transport, travel, labour and material costs, are excluded insofar as the expenses increase because the goods delivered by us have subsequently been taken to a location other than the customer's branch office, unless the transfer is in accordance with their intended use.
- 7.8. The Purchaser's right of recourse against us shall only exist to the extent that the Purchaser has not entered into any agreements with its customer which go beyond the statutory mandatory claims for defects. Furthermore, paragraph 6 shall apply accordingly to the scope of the Purchaser's right of recourse against selenOmed.

## **8. Other**

- 8.1. This contract and the entire legal relationship between the parties shall be governed by the laws of the Federal Republic of Germany to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).
- 8.2. Place of performance and exclusive place of jurisdiction and for all disputes arising from this contract is Berlin.
- 8.3. All agreements made between the parties for the purpose of executing this contract are set out in writing in this contract.

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