

GENERAL TERMS AND CONDITIONS OF SALES

Gonotec GmbH

Article 1 – General

All products and/or services (hereinafter respectively the “**Products**” and “**Services**”), provided to any customer (the “**Customer**” or the “**Purchaser**”) by Gonotec GmbH (“**Gonotec**” or the “**Seller**”), is governed exclusively by these general terms and conditions of sales as they are applicable at the time a request for an offer or an order is placed (the “**General Terms and Conditions**”).

All additional terms and conditions (including Customer’s purchase terms), agreements, alterations and supplements to contractual agreements will become only valid, if they are expressly confirmed by Gonotec in writing or signed by it.

In the event of conflict between contractual provisions expressly agreed in writing and these General Terms and Conditions, the contractual provisions shall prevail.

Article 2 – Offers - Orders - Delivery

2.1 Gonotec’s offers are non-binding. By placing the order, the Customer conveys a binding contract offer. Its binding acceptance or rejection is made through a written or printed confirmation. Acceptance can also be expressed through the delivery of the Products. The delivery of catalogues, price lists and prospectuses does not oblige to an order acceptance by Gonotec.

Each order agreed between Gonotec and the Customer constitutes a separate contract for the supply of the Product and/or Services (the “**Contract**”).

Notwithstanding the above, in case of cancellation of order by Customer two (2) weeks from date of order acceptance by Gonotec, Gonotec will charge Customer for restocking costs for twenty-five (25) percent of the total order amount. Where an export or import license, a foreign exchange control authorization or similar authorization is required for the Products or the Services, the party responsible for obtaining the license or authorization shall act with due diligence to obtain it in good time. If within three (3) months, the required license or authorization cannot be obtained, either party shall be entitled to regard the Contract as never having been formed, provided that such party informs the other party of its decision without delay.

Gonotec reserves the right to cancel any order of a Customer with which there exists litigation related to payment.

2.2 Delivery times are given only for informative purposes.

Delays in delivery shall not give rise to any penalty, compensation or damages nor motivate the cancellation of the order. If the Customer fails to take delivery of the Products or any part thereof on the dates and at the places agreed then Gonotec will be entitled to cancel such delivery and all other outstanding deliveries and to charge Customer with any loss suffered.

2.3 Customer shall take possession of the Products within thirty (30) days from the date of the final invoice email or from any other date provided by Gonotec. Should Customer fail to take possession of the Products directly or through the intermediary of its transport company within the foregoing period, an extra daily charge for storage amounting to EUR 15 per pallet will be made.

2.4 Gonotec may accept to receive urgent orders (i.e.: with a shipment of Product within a timeframe shorter than the regular minimum delivery time). If such urgent order is agreed by Gonotec an extra charge of EUR 250 will be made.

Article 3 – Minimum per order

Gonotec’s acceptable minimum amount per order depends on the region. Detailed information is available upon request. Orders with less value than the defined minimum amount will be, depending on the region, additionally charged. Detailed information is available upon request.

Article 4 - Prices

Prices will be those in force on the day of the order. Unless otherwise specified, prices shown in price lists and catalogues are given in Euros and exclude the cost of packaging.

Article 5 – Passing of the Risk

Deliveries are made in accordance with the ICC Incoterm FCA (“**Free Carrier**”) or DAP/CPT (“**Delivered at place/Carriage paid to**”) version 2020.

Article 6 – Reservation of title

6.1 The purchased Products remains property of Gonotec until the terms of the Contract and all payment obligations are fulfilled. As caretaker of the item, Customer is liable for any damage or loss incurred after delivery, and must take all necessary steps, at its own cost, to permit identification of the Products ordered from Gonotec at any time. Gonotec reserves the right to mark the Products with a number or reference.

6.2 Gonotec reserves the right to reclaim all or part of the Products concerned, as it deems fit, in case of failure to pay any instalment or in the cases referred to section 6.3. The Customer undertakes to return the said Products to Gonotec, all expenses paid, upon the Gonotec’s first request. In the event that the Products are out-of-date or damaged, the resulting depreciation shall be taken into account to determine the Gonotec’s residual debt to Customer.

6.3 In case of petition for bankruptcy, suspended payment or any legal procedure concerning receivership or compulsory liquidation of companies or in case of application of the private settlement law, Customer must notify Gonotec immediately and provide forthwith, at its own cost, a full and honest inventory of the Products in stock, which must be held for Gonotec so that the reservation of title Article may be invoked.

6.4 In the cases referred to in sections 6.2 and 6.3, Customer shall refrain from selling the Products without Gonotec’s prior written agreement or from using title to the Products as a lien or security.

Article 7 - Payment terms

7.1 Unless expressly stated otherwise, payment terms are defined in Customers or subject to Gonotec approval contract and depend on the region. Payments must be done by Customer in the currency stated in the order.

7.2 Payments must be done without any discount or set-off unless stated in order.

7.3 Interest shall be payable for late payments from the date payment become due to the actual date of payment. The rate of interest is fixed at nine (9) percentage points above the basic rate of interest, in accordance with Section 288 of the German Civil Code (BGB).

7.4 In addition to the penalty set forth in section 7.3 above, the Customer shall reimburse any charges or fees which would have incurred the debt collection or dispute the amounts due. All invoices recovered will be increased as a non-reducible by a fixed compensation equal to 20% of the amount of unpaid bills, without prejudice to the damages that might arise. The amount of the lump indemnity for recovery costs, in the event of delay in payment, is based on the current recommendations. In the event of a payment irregularity due to the Customer’s insolvency or breach of its payment obligations by the agreed-upon deadlines, Gonotec is entitled to suspend the performance of the Contracts or orders until the contractual obligations have been fulfilled.

Article 8 - Period of time for rejection

8.1 The Customer shall be entitled to reject goods which do not conform to the order ten (10) days after receipt of shipment. Gonotec shall be entitled to have rejected good at its expense and risk, only after having given its written consent.

8.2 In case of claim within the said ten (10) days period in connection with a mishap in transit for which the Customer has recovered or is able to recover damages from its transport agent or its insurer, then Gonotec shall replace concerned goods at Customer’s expenses.

Article 9 – Warranty

9.1 Gonotec warrants that:

- a) Equipment are free of defects in materials and/or workmanship for the statutory warranty period or unless otherwise provided by law for a period of twelve (12) months from the invoicing date.
- b) Reagents are able to perform according to the specification for the whole shelf-life indicated on the product label;
- c) Spare parts and consumables are free of defects in materials and/or workmanship for a period of six (6) months from the date of their installation, as indicated in the installation report that the Customer shall provide to Gonotec; and
- d) Perishable Products will perform as advertised until at least the date of expiration stated on products label, provided that they are used and handle under normal conditions and in accordance with instructions for the intended purpose.

9.2 During the relevant warranty period, provided that the Customer notifies Gonotec in writing about any defect of the Products within ten (10) days after receipt of the Products or eight (8) days after discovery of the defect, option will be examined and, if replaced, will be delivered to the Customer at the latter's own costs.

If so required by Gonotec, the Customer shall return the defective Equipment to Gonotec at its own costs.

9.3 For Reagents, Spare Parts and Consumables: if Gonotec validates the non-conformity claimed by the Customer during the relevant warranty period and according to the terms provided for herein, then concerned Reagents, Spare Parts and/or Consumables shall be (i) returned at the Customer's costs, then (ii) replaced at Gonotec's expenses or (iii) destroyed according to Gonotec's instructions, upon reimbursement to the Customer of the relevant price.

9.4 Products shall be deemed accepted ten (10) days after receipt of shipment if there is no claim from the Customer.

9.5 It is agreed that, in case of claim from any third party against the Customer arising from any fault or defect in the materials or workmanship of the Products, the Customer shall inform Gonotec immediately and not admit any liability or settle the matter without prior Gonotec's written consent.

9.6 The warranty set out in the present article is in lieu of any others, expressed or implied, including, without limitation, any implied conditions or warranties of merchantability and fitness for a particular purpose and does not cover consequential damages or damage from leaking or defective batteries or from any abuse or by the use of reagents, supplies or cleaning products not allowed in the instructions for use. The warranty set out in the present article is the sole remedy the Customer may have in relation to defects or non-conformity related to Products. Gonotec shall not be responsible for ordinary wear and tear or prohibited use or non-use of Products, or such use which Gonotec did either not recommend in its user and service manuals or is considered excessive or non-intended. This warranty will be void on any Product that (i) is damaged in transport or as result of accident, fire, vandalism or other causalities, (ii) show evidence of abuse, lack of proper maintenance, improper installation, alteration in any way from the original design, including installing unauthorized software, hardware, accessories or components or negligence in use, (iii) is used with Spare Parts or other Consumables that are not authorized in writing by Gonotec, (iv) is adapted, modified, or adjusted in any way to comply with local or national regulations different from those for which the instrument was originally designed or manufactured or (v) is used by untrained operators. Warranty service will be performed, at Gonotec's sole discretion, either at the Customer's facility or at manufacturing Gonotec's repair depot. An Equipment designated by Gonotec for depot repair must be delivered in a clean and uncontaminated state. The sole responsibility of Gonotec under this warranty is expressly limited to the repair or replacement or, if so provided for, refund of a Product during the relevant warranty period. This warranty is not transferrable.

Article 10 – Intellectual property rights

The order does not imply any transfer or assignment of intellectual and/or industrial property rights to the Customer. Consequently, Gonotec remains the owner of all intellectual and industrial property rights to the products marketed and the related documentation. In the event that the delivered product incorporates software, the Customer is only granted a non-exclusive license to use this software. This license may not be assigned or sublicensed to a third party for any reason whatsoever.

The Customer shall inform Gonotec, as soon as he becomes aware of it, of any legal action brought against him concerning Gonotec's products which infringe the intellectual and/or industrial property rights of a third party. The Customer shall not take any action without Gonotec's prior consent. Gonotec shall indemnify the Customer against any claim, subject to compliance with the conditions set out in this paragraph. Any use of or reference to the Gonotec trademark by the Customer, in any manner whatsoever, or to any other trademark belonging to the Customer, is subject to the prior and express agreement of Gonotec.

Article 11 - Compliance with laws, export controls and Code of conduct

11.1 Compliance with laws

Each Party is in compliance with all applicable laws, rules, regulations, other legal requirements, norms and standards in the markets in which such Party operates and, in particular with any applicable laws, regulations, orders, judicial decisions, conventions and international financial institution regarding domestic or international corruption, bribery, ethical business conduct, money laundering, political contributions, gifts and gratuities, or lawful expenses to public officials and private persons, agency relationships, commissions, lobbying, books and records, and financial controls.

11.2 Export laws

11.2.1 Customer understands that exports and re-exports of the Products and any related software, service, technical assistance, training and related technical data, and any media in which any of the foregoing is contained (the "Items") may be subject to Italian, French, German, European, U.S. and foreign trade controls, customs, anti-boycott and economic sanctions laws, regulations, rules and orders (the "Export Laws"). In addition to any other remedy it may have, Gonotec may suspend or cancel the export, delivery, installation, or any maintenance or repair service of any Item if (a) Gonotec has not received all export-related documentation requested by Gonotec including, if applicable, end-user certificates, (b) Gonotec has not received the governmental approvals that Gonotec deems to be required, or (c) Gonotec believes that such activity may violate any Export Laws or Gonotec's own compliance policies.

11.2.2 Purchaser shall only use the Items for non-military, peaceful purposes. Purchaser shall not export, re-export or otherwise transfer or provide any Item in contravention of any applicable Export Law or, if applicable, any end-user certificate provided by Purchaser, including to an embargoed or otherwise sanctioned country, to anyone listed on any applicable prohibited persons list published by the U.S., the UN, the EU or the OSCE, or for a prohibited end-use (such as research on or development of chemical, biological, or nuclear weapons, unmanned air vehicles or missiles, or nuclear explosive or fuel cycle activities). Purchaser must notify Seller before providing any technical data to Seller that is controlled under any applicable Export Law. Seller will not be liable to Purchaser for any loss or expense if Purchaser fails to comply with any Export Law.

11.2.3 Seller complies with the provisions of the EU embargos. Therefore, Article 12g of the Council Regulation (EU) 833/2014 and Article 8g of the Council Regulation (EC) No 765/2006 apply as follows: (1) The Purchaser shall not sell, export or re-export, directly or indirectly, to (a) the Russian Federation or for use in the Russian Federation any goods supplied under or in connection with the GTCs that fall under the scope of Article 12g of Council Regulation (EU) No 833/2014 and/or to (b) Belarus or for use in Belarus any goods supplied under or in connection with any purchase Order that fall under the scope of Article 8g of Council Regulation (EC) No 765/2006.

(2) The Purchaser shall undertake its best efforts to ensure that the purpose of paragraph (1) is not frustrated by any third parties further down the commercial chain, including by possible resellers.

(3) The Purchaser shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of paragraph (1).

(4) Any violation of paragraphs (1), (2) or (3) shall constitute a material breach of an essential element of the GTCs, and the Seller shall be entitled to seek appropriate remedies, including, but not limited to: (i) cancellation of any purchase Order; and (ii) a penalty of 50% of the total value of any purchase Order or price of the goods exported, whichever is higher.

(5) The Purchaser shall immediately inform the Seller about any problems in applying paragraphs (1), (2) or (3), including any relevant activities by third parties that could frustrate the purpose of paragraph (1). The Purchaser shall make available to the Seller information concerning compliance with the obligations under paragraph (1), (2) and (3) within two weeks of the simple request of such information.

11.2.4 Purchaser will comply with all applicable import laws or other restrictions or conditions respecting the import of Items that are now in effect or are hereafter imposed by any government or other applicable jurisdiction. Purchaser shall be responsible for obtaining any necessary import permit, license or authorization at its sole cost and expense. Purchaser shall immediately notify Seller if an import permit, license or other authorization is required in connection with any such import.

11.3 Code of Conduct

In addition, Purchaser shall, at all times, comply with and ensure compliance by its personnel with the applicable ELITech Group Global Code of Conduct as posted on the Gonotec's website at <https://www.elitechgroup.com>

Article 12 – Liability

Nothing in this General Terms and Conditions excludes or limits either party's liability for gross negligence or willful misconduct. Subject to the foregoing, the liability of Gonotec for any breach of its obligations pursuant to this General Terms and Conditions shall be limited to the damages incurred by the Customer and arising out directly from such breach, provided that, the liability of Gonotec shall be limited, and will not exceed, the total amounts paid or payable by the Customer during the twelve (12) months period prior to the occurrence of the damage.

Article 13 – Insurances

Each party guarantees to be insured for its professional liability with a reputable and solvent company and undertakes to maintain this guarantee throughout the duration of the contractual relationship.

Article 14 – Force Majeure

Neither party shall be responsible for any delay or failure of performance, if an event that is beyond its control takes place and prevents, even temporarily, the fulfilment of this contractual relationship. The parties acknowledge that the following events will constitute events of Force Majeure (each a "Force Majeure Event"): (i) Wars, revolutionary uprisings, acts of piracy and sabotage; (ii) Natural disasters such as storms, tornadoes, earthquakes, floods, destruction caused by lightning; (iii) Explosions, fires, destruction of business and industrial equipment; (iv) Boycotts and strikes of whatever nature, general or targeted at a Party; (v) Acts by Government or Administration Authorities; (vi) Restrictions, banning of circulation; (vii) Suspension of the gas and/or electric energy supply to one Party due to a Force Majeure Event ; (viii) Suspension of supply to Gonotec of raw material and/or utilities and/or services from external sources, due to a Force Majeure Event; and (ix) Pandemics. The party prevented from the fulfilment of its obligations by a Force Majeure Event shall notify to the other Party the nature, the importance and any effects of this Force Majeure Event in a timely manner. The parties will discuss the conditions under which the obligations under their contractual relationship will be performed pending the Force Majeure Event. If the Force Majeure Event shall continue for a period of ninety (90) days, either party will be entitled to terminate this Agreement with immediate effect upon written notice to the other party, without any indemnity, penalties, damages, compensation or other sums to be paid by the party terminating the contractual relationship.

Article 15 – Termination

In the event of a breach by either party of any of its obligations under these General Terms and Conditions, which is not remedied within thirty (30) days of receipt of a registered letter with acknowledgement of receipt, the other party may terminate the order in whole or in part, without legal formalities and without prejudice to any damages to which the latter may be entitled. In the event of termination due to the Customer's default, Gonotec shall be entitled to claim payment for Products already delivered or in progress. The Customer is not entitled to cancel the order for convenience.

Article 16 – Confidentiality

All documents and information (including, in particular, commercial and financial conditions) communicated by each party in the context of the performance of the order remain confidential and may not be communicated to third parties for any reason whatsoever. They remain the property of the disclosing party and must be returned to the other party on first request. Each of the parties undertakes to take the necessary measures with regard to its personnel to ensure compliance with the provisions of this paragraph throughout the performance of the order and for three (3) years from the expiry or termination of the contractual stipulations.

Article 17 - Personal Data Protection

17.1 Gonotec may process, whether in an automated way or not, Personal Data (as defined below) of its customers or employees of its customers for the processing of any order, the performance of contracts, compliance with a legal obligation or, for any purpose necessary to the pursuit of the legitimate interests of Gonotec and in respect of the fundamental rights and freedoms of the Customer and his employees. Such Personal Data may be retained for the time necessary to fulfill the purpose for which it was collected as mentioned above. They will then be deleted, following the legal retention period.

17.2 For the purposes of these General Terms and Conditions "personal data" shall mean information that can be used by itself or in combination with other available information to identify a specific individual, as defined in detail under applicable European Union data protection legislation.

17.3 For the above purposes the Customer consents to the collection and processing by Gonotec of its Personal Data or those related to its employees. Customer shall have the right to withdraw its consent at any time. Customer agrees that this Personal Data may be shared with companies of the Elitech Group, and with any other third party within the limits necessary for the fulfillment of the purposes described above.

17.4 Gonotec undertakes to respect the confidentiality of the Personal Data communicated by the Customer or its employees, to ensure their security and to treat them in compliance with the rules relating to privacy and the German and European legislation on the protection of personal data.

17.5 In accordance with the applicable legislation, Customer or its employees, provided that they prove their identity, has a right of access and rectification, deletion, limitation of treatment and the right to portability of such Personal Data. Customer (or its employees) may also oppose at any time, for legitimate reasons, to the processing of its Personal Data. If Customer is willing to exercise this right, it shall then make the request by email to the following email address: data-privacy@elitechgroup.com.

Article 18 – Miscellaneous

18.1. The Customer expressly agrees that Gonotec may subcontract all or part of its obligations to a third party of its choice, subject to prior notification to the Customer.

18.2 In the event of any doubt as to the interpretation of any Article or in the absence of any indication as to the extent of Gonotec's obligations, the Customer acknowledges that Gonotec's obligations are to be understood as obligations of means.

18.3. Any tolerance or waiver by one of the parties, in the context of the application of all or part of the commitments provided for under the General Terms and Conditions, regardless of their frequency or duration, shall not constitute a modification thereof, nor generate any right whatsoever.

18.4 The invalidation of any Article or paragraph contained in the General Terms and Conditions or in any other contractual document, in particular by a court decision, shall not affect the other provisions, which shall continue to have full and complete effect.

Article 19 - Governing law and disputes

These General Terms and Conditions shall be governed as to all matters including validity, construction and performance by the laws of Germany, without regard to its conflict of laws provisions and excluding the 1980 United Nations Convention on Contracts for the International Sale of Goods. Any dispute, controversy or claim between the parties arising out of or in connection with these General Terms and Conditions (including their existence, validity or termination) the German courts of Berlin shall have jurisdiction.