

Terms and conditions of Enzymicals AG

§ 1 General

- (1) These terms and conditions are the basis of all offers, supplies and services of Enzymicals AG. Conflicting or additional terms and conditions of the customer are denied. They will become part of a contract only if Enzymicals AG agreed to their inclusion in written form.
- (2) These general terms and conditions have been built in the German language. Any English translation is made available for reading purposes only and the German version prevails in case of any discrepancies in the wording.

§ 2 Offer and capacity

- (1) All offers of Enzymicals AG are non-binding and subject to change. The scopes of supplies or services are defined by the written order confirmation of Enzymicals AG. If none exist, the offer of Enzymicals AG is relevant.
- (2) The supply of a product or contribution of a service by Enzymicals AG does not include any agreement for the use of intellectual property of Enzymicals, embodied or related to the product or service.

§ 3 Prices and terms of payment

- (1) Prices of Enzymicals AG are non-binding and represent only net ex-work values, excluding packing, shipping or transport, customs duty, taxes and insurance expenses (Incoterm: EXW).
- (2) If any supply is made on the basis of scheduled prices of Enzymicals AG and the delivery takes place more than three months after signing of the agreement the scheduled prices at the time of delivery are relevant.
- (3) In case of increase of costs, Enzymicals AG reserve a proportional addition to agreed prices. This also includes current orders.
- (4) Invoices have to be paid within 14 days starting from the date of issue.
- (5) After this mentioned time limit a delay of payment accrues. During the delay of payment the full debt is charged with interests at the legal interest-rate for delay of payment. We are entitled to charge a higher damage caused by the delay.
- (6) In case of delay of payment of more than 30 days or of more than 5,000.00 €, cessation of payment or in case of a known substantial debasement of the economic situation of the customer, which might compromise the pecuniary claim of Enzymicals AG we are entitled to request immediate payment, return of already adduced services, to request advance payments or to retain outstanding supplies.
- (7) Credits are given exclusively for compensations. A claim on reimbursement does not exist.
- (8) Enzymicals is not obliged to accept drafts.

- (9) The exchange rates at date of invoicing are relevant if payments are made in other currencies than EURO.
- (10) Payments are considered as complete on the day at which Enzymicals AG received the invoiced amount.
- (11) The customer shall have no right to set-off counterclaims and the retention of payments, except counterclaim has not been disputed or been determined by a final and binding decision.

§ 4 Reservation of title

- (1) Enzymicals AG retains legal title to any good or service supplied by us until current or future accounts for such product has been fully paid.
- (2) The customer is not be entitled to pledge or to transfer for security reasons any good or service supplied by Enzymicals AG which is under retention of title. The customer has to inform us in written form immediately if any third party occupies our goods.
- (3) In case of breach of contract by the customer, in particular nonpayment, we are entitled to terminate the contract by law and to demand our goods or services due to our retention of title. In the case of nonpayment we are not entitled before the customer failed to pay within a given time limit, except a time limit is legally expendable.
- (4) The customer is entitled to resell and/or manufacture products delivered by us which are under retention of title in the ordinary course of its business. In that case the following rules apply:
 - a) The retention of title comprises also the goods originated by manufacture, mixture or combination in the full amount. Enzymicals will be seen as the producer. If in that case any title of a third party remains, we acquire co-property in the equal ratio as the value of the manufactured, mixed or combined goods. Apart from that we stipulate the same retention of title as for the originated goods.
 - b) The customer hereby assigns to us any claims arising from any resale in the full amount or the ratio mentioned above for security reasons. We accept the assignment. The obligation mentioned in paragraph 4 (2) applies also for the assigned claims.
 - c) The customer is authorized to assert the claims assigned to us. We commit ourselves not to assert the claim as long as no nonpayment occurs, no application for insolvency proceedings were made or none other fault of financial capacity occurs. If any of the latter applies the customer is obliged to inform us about its debtors and to give us all information and documents to assert the claims. In that case the customer is also obliged to inform his debtors about the assignment.
 - d) If the value of our securities exceeds the amount of our claims by more than 10% we resign on securities in our own choice if the customer demands.

§ 5 Period of time for deliveries or services

- (1) Indicated delivery times, starting from the confirmation date of order, are non-binding, unless a fixed period or a fixed date is given in a quote or agreed in a specific contract.

- (2) Terms for delivery and dates of delivery refer to the time of delivery by the third party who is in charge of transport if a shipment was agreed in a contract.
- (3) Delays by circumstances which Enzymicals AG is not responsible for (force majeure, unpredictable obstacles, delay through no fault by a preliminary distributor) do not qualify for compensation.
- (4) In case of framework agreements the obligation of Enzymicals AG to supply expires if the customer does not perform requests in agreed periods and quantities. Enzymicals AG is still authorized to request the takeover of goods or to claim compensation, even after expiration of the agreed period of time.
- (5) If Enzymicals AG delays with a supply or service, or a supply and a service becomes unfeasible, for any reason ever, then the liability of Enzymicals AG is limited to the compensation stated in § 9 of the present terms and condition.

§ 6 Transfer of risk

- (1) The delivery takes place at the risk of the customer. The risk shall pass to customer as soon as the delivery has left Enzymicals AG registered place of business.
- (2) If the delivery is delayed due to circumstances, which the customer is responsible for, the risk passes over to the customer from the day of readiness of the shipment completion. Enzymicals AG is willing to insure the shipment at the expense of the customer if requested by the customer.

§ 7 Shipping, packing, commercial sample

- (1) Shipment is carried out via a transport company of our choice.
- (2) The packing is calculated at lowest prices and will not be taken back.
- (3) In case of abandonment of commercial samples by Enzymicals AG to the customer, the customer is obligated to use these samples exclusively for internal evaluation and/or test purposes. A commercial utilization or use is prohibited. In particular the customer does not have the right to sell and/or distribute these samples to third parties.

§ 8 Receipt

- (1) The customer is obligated to accept contractual goods.
- (2) Enzymicals AG is authorized to withdraw from the contract and/or to request compensations or to supply a similar type of products in an appropriate delivery time to agreed conditions, after setting an extension time limit of 14 days, if the customer comes into delay with receipt of goods. Any additional arising expenses are charged to the customer.
- (3) The customer/recipient is committed to examine contents of shipments immediately for transport or other damages and to get possible damage confirmed, to ensure any claims.
- (4) Aberrations in order quantities of up to 5% have to be accepted.

- (5) Returns will only be accepted by Enzymicals AG on request with the delivery number given by Enzymicals AG.
- (6) Partial deliveries are allowed, unless agreed otherwise.

§ 9 Liability

- (1) Periods of time are relevant as specified in offers or catalogs or other media.
- (2) The liability of Enzymicals AG on compensation is limited as follows:
 - a) For damages of property up to 100,000 EURO per damaging event, but not exceeding a total amount of up to 300,000 EURO per contract;
 - b) The liability for financial loss is limited to a total amount of up to 300,000 EURO per contract;
 - c) claims for lost profits are excluded.
- (3) If Enzymicals AG provides technical information or acts consultative and these information and consulting services are not defined in a contract in a written form, this is done without charge and without any liability of Enzymicals AG.
- (4) Liability of Enzymicals AG is excluded if damages result from improper handling, particularly incorrect storage, and/or application of supplied goods and products in household and/or at humans and animals.
- (5) Liability for material defects does not refer to natural wear and tear or to damage resulting from improper use.
- (6) Any other claims such as conversion, reduction, reimbursement of damages as well as payments of contractual penalties are excluded except for obligatory subject to provisions of Product Liability Act.

§ 10 Warranty

- (1) The warranty depends on a promptly upon delivery inspection to the product by the customer with due care. The delivered product shall be deemed to be approved by the customer unless the defect is notified to us in (i) case of any obvious defects within a period of one week upon delivery or otherwise (ii) within a week from the day when the defect has been identified. It is adequate to keep the term to send off the notice timely. If the customer misses this time limit our warranty is excluded in relation to the non-notified defect.
- (2) Enzymicals AG assumes no liability for any statements of manufacturers or third parties (e.g. advertising statements).
- (3) In general the warranty period is 12 months starting from the date of delivery.
- (4) In case stability or minimum durability for an object of agreement shorter than 12 months is pointed out in a contract, warranty is only effective for the stated stability period or minimum durability period.
- (5) The customer has to give an opportunity to Enzymicals AG to examine the object of agreement if the customer claims a material defect.

- (6) Enzymicals AG will correct defects of products or services supplied by Enzymicals AG briefly or will provide a replacement, by Enzymicals AGs own choice. Contribution claims exist only to the legal extent.
- (7) In case of products, which Enzymicals AG sells as a distributor, warranty conditions of the manufacturer are legally binding.

§ 11 Copyrights and related rights

- (1) All documents of Enzymicals AG handed out to the customer by Enzymicals AG subject to the copyright of Enzymicals AG.
- (2) Products supplied by Enzymicals AG are protected by intellectual properties by Enzymicals AG.
- (3) The customer is only allowed to use goods/products, cost estimates, charts and other documents for the purpose according to the agreement. Any exceeding transfer to third parties or any other type of use, especially for reconstruction, is allowed only with a prior agreement of Enzymicals AG.
- (4) Specified conditions for research results are offered separately in written form.
- (5) An evaluation or a publication of an existing business relationship with Enzymicals AG is permissible only with prior agreement of Enzymicals AG.

§ 12 Intended purpose

- (1) It is explicitly pointed out that all products of Enzymicals AG are intended exclusively for laboratory, research and industrial applications, and must not be used for application at/with humans and animals.
- (2) It is explicitly pointed out that the absence of a hazard label does not imply that the concerning product is harmless. The customer has to consider national or international laws or regulations or property rights of third parties for a certain product, including shipping, storage, processing or trading.
- (3) The customer is obligated to exempt Enzymicals AG from requirements of any kind of third parties for any reason caused by the customer, in particular acting unlawfully or incorrectly, application without necessary permission, infringe application against this general terms and conditions or any improper handling.
- (4) The indemnification includes also legal costs (e.g. court fees and lawyer's fees).

§ 13 Place of performance, jurisdiction and commitment

- (1) Place of performance and jurisdiction for all contracts is the place of business of Enzymicals AG in Greifswald.
- (2) The law of the Federal Republic of Germany is legally binding only.
- (3) Contract language is German.