



FINE SCIENCE TOOLS GmbH

General Terms and Conditions

1. Applicability of the terms and conditions

- 1.1 These general terms and conditions (hereinafter referred to as "**GTCs**") shall apply to all contracts concluded between Fine Science Tools GmbH, Vangerowstraße 14, 69115 Heidelberg, Germany, Mannheim Local Court, HRB 334671 ("**Fine Science Tools**") and the customer acting exclusively as an entrepreneur (the "**customer**"; Fine Science Tools and the customer are jointly referred to as the "**contracting parties**"), via this online store as well as to all agreements and offers outside this online store, unless agreed otherwise explicitly by written agreements between Fine Science Tools and the customer. They shall also apply to all future sales transactions, deliveries, services and offers. The following GTCs shall only apply if the customer is an entrepreneur (Section 14 of the German Civil Code, BGB), a legal entity under public law or a public law special fund. An entrepreneur means a natural or legal person or a partnership with legal personality who or which, when concluding the contract, acts in exercise of their trade, business or profession.
- 1.2 The version of these General Terms and Conditions valid at the time of conclusion of the respective contract shall be decisive.
- 1.3 Deviating or supplementary terms and conditions of the customer or third parties are not recognised by Fine Science Tools and, thus, are not a part of the contract, including if Fine Science Tools does not object to them. If Fine Science Tools refers to a letter that contains or refers to any other terms and conditions, this does not constitute consent to the applicability of those terms and conditions. Only if Fine Science Tools explicitly agrees in writing to the validity of other terms and conditions, these will be applicable.
- 1.4 Assurances, collateral agreements or other contractual amendments desired by the customer are only valid with the express written confirmation of Fine Science Tools GmbH.

2. Use of the online store

- 2.1 The customer can order goods or services in the online store as a registered user or as a guest. As a registered user, customers do not have to enter their personal data every time, but can log in to their customer account before or during an

order with their email address and the password freely chosen by them during registration.

- 2.2 To carry out and process an order as a guest, the customer must provide the following data:
- first and last name of the contact person
 - name of the enterprise or name of the university
 - email address
 - telephone number
 - postal address (street, house number, post code, city)
 - VAT ID no.
- 2.3 If the customer wants to create a customer account, they must provide the data specified in clause 2.2 and a password freely chosen by the customer. If the personal information changes, the customer is responsible for updating it in the customer account. All changes can be made online after login under "My Account".

3. Offer, contract conclusion and contractual content

- 3.1 The contract is concluded in German.
- 3.2 The following regulations apply to contracts concluded outside the online store:
- 3.2.1 The offers of Fine Science Tools are always non-binding and subject to confirmation. Drawings, illustrations, dimensions, weights and other technical performance data are only binding if they have been expressly agreed. Fine Science Tools reserves the right of prior sale for stock quantities on offer.
- 3.2.2 The order of the goods by the customer is considered a binding contractual offer. Unless otherwise stated in the order, we are entitled to accept this contractual offer within 14 days from its receipt by Fine Science Tools.
- 3.2.3 Contracts shall not come into effect until Fine Science Tools has accepted the offer either by written confirmation (e.g. confirmation of order) or by delivery of the goods.
- 3.3 In the online store, the following regulations apply in deviation from clause 3.2:
- 3.3.1 The presentation and advertising of goods in the online store by Fine Science Tools does not constitute a binding offer to conclude a contract.

- 3.3.2 The customer can select goods from the product range of the online store and collect them in a virtual shopping cart by clicking on the corresponding button. The customer can view the contents of the shopping cart at any time and make changes using the functions provided for deleting, adding or changing articles. Thereafter, the customer has the possibility of entering or selecting their billing address, a delivery address and the method of payment. This data can be viewed on an overview page and adjusted using the edit function. By clicking on the button "*Order with obligation to pay*", the customer submits a binding offer to conclude a purchase contract, after having accepted the General Terms and Conditions as a mandatory part of the contract by placing a check mark. Before sending the order, the customer is given the opportunity to change their entries and correct input errors. The customer is bound by their offer for two weeks after submission of the offer.
- 3.3.3 After receipt of the customer's order by Fine Science Tools, the customer will receive a confirmation of receipt, confirming the receipt of the order. However, this is not the declaration of acceptance. The contract does not become effective until Fine Science Tools has accepted the customer's offer by means of a declaration of acceptance, which is sent by separate email, or by delivery of the goods.
- 3.3.4 If delivery of the goods ordered by the customer is not possible, e.g. because the respective goods are not in stock, Fine Science Tools will not issue a declaration of acceptance. In this case, no contract is concluded. Fine Science Tools will immediately inform the customer and will promptly refund any payments already received.
- 3.3.5 In the email in which the declaration of acceptance is sent or in a separate e-mail, but no later than upon delivery of the goods, the text of the contract, consisting of the order, the GTCs and the order confirmation, is sent to the customer on a permanent data carrier (email or paper printout) (confirmation of contract). The text of the contract is stored by Fine Science Tools in compliance with data protection laws; however, it is not accessible to the customer.

4. Prices and delivery costs

- 4.1 The prices of offers and the price lists of Fine Science Tools outside the online store are for unpackaged articles and in European currency (EURO), excluding VAT and excluding shipping costs and insurance. In the online store, all prices are exclusive of the applicable value added tax.

- 4.2 The shipping and transport costs as well as the costs for transport insurance requested by the customer shall be borne by the customer.
- 4.3 If Fine Science Tools fulfils the customer's order by partial delivery pursuant to clause 7.1, the customer only has to bear the shipping costs for the first partial delivery. If the partial delivery is made at the request of the customer, shipping costs are incurred for each partial delivery and must be borne by the customer.

5. Terms of payment

- 5.1 For contracts concluded outside the online store, the purchase price is due within 30 calendar days from invoicing and delivery or acceptance of the goods. However, Fine Science Tools is entitled at any time, including in the framework of an ongoing business relationship, to carry out a delivery in whole or in part only against advance payment. Fine Science Tools will declare a corresponding reservation at the latest with the confirmation of order.
- 5.2 Deviating from clause 5.1, the purchase price in the online store is due immediately upon conclusion of the contract.
- 5.3 Invoices for repairs and other services are due immediately upon receipt of the invoice.

6. Delivery periods

- 6.1 The delivery period will be agreed upon individually or specified by Fine Science Tools upon acceptance of the order. Otherwise, the delivery period is approx. two weeks from conclusion of the contract.
- 6.2 For Fine Science Tools to be in default of delivery, a reminder from the customer is always necessary, including if a binding delivery deadline was not adhered to.
- 6.3 If a binding delivery period cannot be met for reasons beyond Fine Science Tools' control (non-availability of performance), Fine Science Tools will notify the customer without delay and at the same time inform the customer about the expected new delivery period. If the performance is still not available within the new delivery period, Fine Science Tools shall be entitled to withdraw from the contract in whole or in part; any consideration already paid by the customer will be refunded promptly. A particular instance of non-availability of performance in

this sense is late delivery to Fine Science Tools by its supplier if Fine Science Tools has concluded a congruent covering transaction, neither Fine Science Tools nor its supplier was at fault or Fine Science Tools is not obliged to procurement in the specific case.

- 6.4 Fine Science Tools is not liable for the impossibility of delivery or for delays in delivery if these are caused by force majeure or other events that could not be foreseen at the time of the conclusion of the contract (e.g. war, operational disruptions of any kind, difficulties in procuring materials or energy, transport delays, strikes, lawful lockouts, lack of manpower, energy or raw materials, difficulties in obtaining necessary official permits or any official measures) which are beyond the control of Fine Science Tools. If such events make the delivery or performance by Fine Science Tools significantly more difficult or impossible and if the impairment is not only of temporary duration, Fine Science Tools is entitled to withdraw from the contract. With respect to impairments of temporary duration, the delivery or performance periods shall be extended or delivery or performance dates postponed by the period of impairment, plus a reasonable start-up period.

7. Delivery, shipping, packaging

- 7.1 Fine Science Tools is entitled to make partial deliveries, provided that the partial delivery can be used by the customer within the scope of the contractual purpose, the delivery of the remaining goods ordered is ensured and the customer does not incur significant additional expenses or costs as a result.
- 7.2 The following delivery restrictions shall apply: Fine Science Tools only delivers to delivery destinations within the European Union, in Norway, the United Kingdom, Israel, Russia, Turkey or Switzerland.
- 7.3 Delivery shall take place via insured shipping.
- 7.4 Insofar as no other agreement is made, Fine Science Tools determines the nature and extent of the packaging. The choice of packaging is made in accordance with due care and reasonable discretion. Disposable packaging shall become the property of the customer.

8. Warranty, defects

- 8.1 Fine Science Tools is liable for defects of quality and title pursuant to the applicable statutory provisions, in particular pursuant to Sections 434 et seq. of

the German Civil Code (BGB), unless otherwise stipulated below. The special legal provisions in the case of final delivery of the unprocessed goods to a consumer, even if the consumer has processed them further (recourse against suppliers pursuant to Section 478 BGB) shall remain unaffected in all cases. Claims arising from a recourse against suppliers are excluded if the defective goods have been processed further by the buyer or another entrepreneur, e.g. by integration into another product.

- 8.2 The goods delivered are to be examined carefully immediately after delivery to the customer or the third party designated by the customer. As regards apparent defects or other defects that would have been recognisable in an immediate careful examination, the goods are regarded as approved by the customer, unless Fine Science Tools receives a written notice of defects within seven working days from delivery. As regards other defects, the delivered items are regarded as approved by the customer if the notice of defects is not received by the seller within seven working days from the date on which the defect became apparent; however, if the defect was already apparent at an earlier point in time during normal use, this earlier point in time shall be decisive for the commencement of the notification period.
- 8.3 If the delivered item is defective, Fine Science Tools may initially choose whether to provide subsequent performance by eliminating the defect (improvement) or by delivering a non-defective item (replacement). Fine Science Tools' right to refuse subsequent performance subject to the statutory requirements remains unaffected.
- 8.4 The warranty period for goods delivered by Fine Science Tools is twelve months
- 8.5 The expenses required for the purpose of examination and subsequent performance, specifically the transport, travel, labour and material costs as well as removal and installation costs, if any, shall be borne or refunded by Fine Science Tools in line with the legal regulations, provided that a defect actually exists. If this is not the case, Fine Science Tools can demand that the costs arising from the unjustified defect rectification request (in particular, inspection and transport costs) be reimbursed by the customer, unless the lack of defectiveness was not recognisable by the customer.

9. Return upon a request for subsequent performance

- 9.1 The customer is requested to use, if possible, the original packaging when returning the goods, even if it is damaged by opening it for functional testing. The

customer is not obliged to do so, but can prevent Fine Science Tools from claiming compensation for the missing original packaging by returning the goods in their original packaging.

- 9.2 For the return of the goods, the customer is requested to attach an order reference (e.g. a copy of the delivery note) to the return shipment as well as an accompanying note with a description of the problem encountered. The customer is not obliged to choose the cheapest shipping method for return. However, if the customer chooses a more expensive shipping method, they may be obliged to bear the higher costs compared to the cheaper shipping method under certain circumstances.

10. Retention of title

- 10.1 Fine Science Tools retains title to the goods sold until full payment of all present and future claims of Fine Science Tools arising from the purchase contract and an ongoing business relationship (secured claims).
- 10.2 Until the secured claims have been satisfied in full, the goods subject to retention of title shall not be pledged to third parties or assigned as security. The customer shall notify Fine Science Tools immediately in writing if an application for insolvency proceedings is filed or if third parties access the goods belonging to Fine Science Tools (e.g. attachment).
- 10.3 The buyer is authorised to process and to resell the goods subject to retention of title in the ordinary course of business until an enforcement event pursuant to clause 10.7 occurs.
- 10.4 If the goods subject to retention of title are resold, the customer hereby now assigns by way of security the resulting claim against the purchaser to Fine Science Tools – in the event of joint ownership of Fine Science Tools of the goods subject to retention of title, in proportion of the joint ownership share. The same applies to other claims that replace or otherwise accrue with respect to the goods subject to retention of title, such as insurance claims or claims arising from tort in the case of loss or destruction. Fine Science Tools authorises the customer revocably to collect the claims assigned to Fine Science Tools in the customer's own name. Fine Science Tools may revoke this collection authority only if an enforcement event occurs.
- 10.5 If third parties access the goods subject to retention of title, in particular by way of an attachment, the customer shall immediately inform them of Fine Science

Tools' ownership and notify Fine Science Tools thereof to enable it to enforce its ownership rights. If the third party is not able to reimburse Fine Science Tools for judicial or extra-judicial costs incurred in this connection, the customer shall be liable vis-à-vis Fine Science Tools for such costs.

- 10.6 Fine Science Tools shall release the goods subject to retention of title as well as the items or claims replacing them once their value exceeds the amount of the secured claims by more than 10%. Fine Science Tools may choose the items to be released.
- 10.7 If Fine Science Tools withdraws from the contract in the case of a breach of contract by the buyer, in particular default of payment by the customer (enforcement event), Fine Science Tools shall be entitled to demand return of the goods subject to retention of title.

11. Liability

- 11.1 The liability of Fine Science Tools is excluded. Excluded from this are claims for damages by the customer resulting from injury to life, body or health or from the violation of essential contractual obligations (so-called cardinal obligations) as well as liability for any other damages which are caused by an intentional or grossly negligent breach of duty on the part of Fine Science Tools, its legal representatives or vicarious agents. Essential contractual duties are duties the fulfilment of which is a prerequisite for the proper execution of the contract and on the adherence to which the customer may generally rely.
- 11.2 In the case of a breach of essential contractual duties, Fine Science Tools is only liable for the foreseeable damage typical for this type of contract if it was caused by slight negligence, unless the customer's claims for damages are based on injury to life, body or health.
- 11.3 The provisions of clauses 11.1 and 11.2 also apply in favour of the legal representatives and vicarious agents of Fine Science Tools.
- 11.4 The provisions of the Product Liability Act shall not be affected.

12. Rights of set-off and retention

- 12.1 The customer may only offset Fine Science Tools' claims against any claims that are legally enforceable or undisputed.

12.2 The customer shall have rights of retention only if their claim is legally enforceable or undisputed.

13. Copyright and references

13.1 Fine Science Tools has copyright or other rights of use to all images, films and texts published in the online store. Any use of the images, films and texts is not permitted without the express consent of Fine Science Tools.

13.2 Fine Science Tools is entitled to name the customer as a reference customer in its marketing materials, on its website and in verbal communication.

14. Place of jurisdiction, place of performance, miscellaneous

14.1 The customer requires the prior written consent of Fine Science Tools for an assignment of the customer's rights under this contract. Section 354a of the German Commercial Code (HGB) shall not be affected.

14.2 The contracts concluded between Fine Science Tools and the customer shall be governed by the laws of the Federal Republic of Germany, with the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).

14.3 The exclusive place of jurisdiction for all disputes arising from contractual relationships between Fine Science Tools and the customer is Fine Science Tools' registered office in Heidelberg. However, Fine Science Tools is also entitled to sue at the place of performance of Fine Science Tools' obligation or at the customer's general place of jurisdiction. The place of performance is Heidelberg.

14.4 If any provisions of this contract are or become ineffective or invalid or contain a gap, the validity of the other provisions shall not be affected. In the event that non-mandatory law is not available or the application of non-mandatory law would lead to an unacceptable result, the ineffective or invalid provision shall be replaced by an effective provision whose effects come as close as possible to the economic objective which the contracting parties pursued with the ineffective or invalid provision. Insofar as any provisions of this contract contain regulatory loopholes, to fill these loopholes, those legally effective provisions shall be deemed agreed, which the contracting parties would have agreed upon in accordance with the commercial objectives of this contract and the purpose of this contract if they had been aware of the regulatory loophole.