General Terms and Conditions of Sale and Delivery of BioCat GmbH

As of: November 2026

§ 1 Scope of Application

1. These General Terms and Conditions of Sale and Delivery (hereinafter "GTC") shall apply to all business relationships between BioCat GmbH, Im Neuenheimer Feld 584, 69120 Heidelberg, Germany (hereinafter "Seller" or "BioCat") and the ordering party (hereinafter "Buyer"), insofar as the Buyer is an entrepreneur within the meaning of Section 14 of the German Civil Code (BGB), a legal entity under public law, or a special fund under public law. The GTC in the version valid at the time of the order shall also apply to future contracts with the Buyer without BioCat having to refer to them again in each individual case.
2. These GTC shall apply exclusively. Any deviating, conflicting, or supplementary general terms and conditions of the Buyer shall only become part of the contract if and to the extent that BioCat has expressly agreed to their applicability in writing. This requirement of consent shall apply in any event, even if BioCat carries out deliveries to the Buyer without reservation while being aware of the Buyer's terms and conditions.
3. Individual agreements made with the Buyer (including side agreements, amendments, and modifications) shall in all cases take precedence over these GTC. A written contract or written confirmation by BioCat shall be authoritative for the content of such agreements, subject to proof to the contrary.
4. Legally relevant declarations and notices to be issued by the Buyer in relation to the contract (e.g., setting of deadlines, notice of defects, withdrawal, or price reduction) shall be made in writing or in text form (e.g., email).

§ 2 Conclusion of Contract

1. All offers made by BioCat are non-binding and without obligation. This also applies to catalogues, price lists, and other product descriptions. The presentation of products on the website or in catalogues does not constitute a legally binding offer, but rather a non-binding invitation to submit an order.
2. The Buyer's order shall be deemed a binding contractual offer. Unless otherwise indicated in the order, BioCat shall be entitled to accept this contractual offer within 14 calendar days of receipt.
3. Acceptance may be declared either by written order confirmation (including by email) or by delivery of the goods to the Buyer.

§ 3 Intended Use and Obligations of the Buyer

1. Unless expressly stated otherwise in the product description, all products supplied by BioCat are intended exclusively for research purposes ("For Research Use Only"). They are not approved as medicinal products, medical devices, or in vitro diagnostic medical devices. Use in human diagnostics, therapeutics, in or on humans, or for any other clinical purposes is expressly excluded, unless otherwise agreed in writing on a case-by-case basis.
2. The products may only be used by professionally qualified and appropriately trained personnel in properly equipped laboratories.
3. The Buyer is obligated to comply with all applicable national and international statutory regulations in the handling, storage, and disposal of the products, in particular the applicable hazardous substances, occupational health and safety, and environmental protection regulations, as well as with the information provided in product descriptions and safety data sheets.
4. By ordering a product containing genetically modified organisms (GMOs), the Buyer confirms that it holds all necessary country-specific approvals and maintains the legally required facilities (in Germany, in particular genetic engineering facilities of safety level S1 or S2 in accordance with the German Genetic Engineering Safety

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Ordinance – GenTSV; outside Germany, the equivalent facilities required under the applicable local law).

5. The Buyer shall indemnify and hold BioCat harmless from and against all third-party claims arising from the Buyer's use of the products in a manner that is contrary to the contract or applicable regulations, to the extent that the Buyer is responsible for such use.

§ 4 Intellectual Property Rights and Licenses

1. The purchase of products does not grant the Buyer any rights to patents, copyrights, trademarks, or other intellectual property rights associated with the products or their components.
2. The products may not be resold, sublicensed, or made available to third parties for use for commercial purposes without the prior written consent of BioCat.
3. Where separate license agreements of the respective manufacturer apply to certain products, the Buyer shall be informed accordingly at the time of ordering. The Buyer undertakes to comply with the respective license terms.

§ 5 Prices and Payment Terms

1. The prices stated in the order confirmation shall be authoritative; otherwise, the prices valid at the time of the order in accordance with the current BioCat price list shall apply. All prices are net prices in euros, plus the applicable statutory value-added tax (VAT).
2. Price information in catalogues, price lists, and on the website is non-binding; errors and misprints excepted. BioCat reserves the right to change these prices at any time. For orders already confirmed, the prices agreed in the order confirmation shall apply.
3. Unless otherwise agreed on a case-by-case basis, the payment term shall be 30 days net from the date of invoice. Upon expiry of this period, the Buyer shall be in default without further reminder.
4. If the Buyer is in default of payment, BioCat shall be entitled to charge default interest at a rate of 9 percentage points above the respective base interest rate (Sections 247, 288 (2) BGB). The right to claim further damages caused by delay remains reserved.
5. In addition, BioCat may claim the flat-rate default charge of EUR 40.00 in accordance with Section 288 (5) BGB in the event of default of payment. This flat-rate charge shall be credited against any damages owed to the extent that the damage consists of legal enforcement costs.
6. The Buyer shall only be entitled to set-off or retention rights if its counterclaims have been legally established by final judgment or are undisputed. This shall not apply to counterclaims arising from the same contractual relationship, in particular due to defects in the delivery.

§ 6 Delivery Terms and Incoterms®

1. **Deliveries:** Unless otherwise agreed, deliveries shall be made in accordance with **Incoterms® 2020 DAP** (Delivered at Place) to the delivery address specified by the Buyer. The risk shall pass to the Buyer upon making the goods available at the named place of destination. Alternatively, deliveries may be made in accordance with **Incoterms® 2020 FCA** (Free Carrier) ex warehouse/shipping point of BioCat in Heidelberg, if so agreed. For deliveries outside Germany, import clearance shall be the responsibility of the Buyer; customs duties, import charges, and taxes in the country of destination shall be borne by the Buyer.
2. **Delivery Costs:** Delivery costs (including costs for cold chain shipping, dry ice, or dangerous goods) shall only be charged to the Buyer if this has been expressly agreed, e.g., in the quotation or in the order confirmation.
3. **Transfer of Risk:** Unless otherwise regulated by the agreed Incoterms® clause, the risk of accidental loss or accidental deterioration of the goods shall pass to the Buyer upon handover to the forwarding agent, carrier, or other third party designated to carry out the shipment.
4. **Delivery Periods:** Delivery dates and periods shall only be binding if they have been expressly confirmed in writing as binding by BioCat. Delivery delays due to force majeure (§ 10) or other events not foreseeable at the time of conclusion of the contract and not attributable to BioCat shall entitle BioCat to postpone delivery by

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the duration of the impediment plus a reasonable start-up period.

5. **Partial Deliveries:** BioCat shall be entitled to make reasonable partial deliveries, provided that the partial delivery can be used by the Buyer within the scope of the contractual purpose, the delivery of the remaining goods is assured, and the Buyer does not incur any significant additional effort or costs as a result.
6. **Self-Delivery:** If, despite having concluded a corresponding purchase contract in good time, BioCat is not supplied, not supplied correctly, or not supplied on time by its own supplier and BioCat is not responsible for this, BioCat shall be entitled to withdraw from the contract in whole or in part. BioCat shall inform the Buyer of the unavailability without delay and refund any payments already made without delay.
7. **Acceptance:** The Buyer shall ensure that deliveries – in particular refrigerated or frozen shipments – are accepted at the delivery address during normal business hours and stored properly without delay. Damage attributable to delayed acceptance or improper storage after the transfer of risk shall be borne by the Buyer.

§ 7 Retention of Title

1. BioCat retains ownership of the delivered goods until full payment of all claims arising from the ongoing business relationship (extended retention of title pursuant to Section 449 BGB).
2. The Buyer is obligated to treat the goods subject to retention of title with due care and to store them in accordance with the specified storage conditions. The Buyer is entitled to use and consume the goods subject to retention of title in the ordinary course of business.
3. In the event of seizures or other third-party interventions, the Buyer shall notify BioCat immediately in writing so that BioCat may file a third-party action pursuant to Section 771 of the German Code of Civil Procedure (ZPO).
4. Insofar as BioCat has consented to a resale (§ 4 (2)), the Buyer hereby assigns to BioCat all claims arising from the resale of the goods subject to retention of title in the amount of BioCat's invoice total; BioCat accepts this assignment. The Buyer remains authorized to collect these claims as long as it meets its payment obligations.
5. In the event of conduct by the Buyer in breach of contract, in particular default of payment, BioCat shall be entitled to withdraw from the contract in accordance with the statutory provisions and to demand the return of the goods subject to retention of title.

§ 8 Warranty and Notice of Defects

1. The Buyer's warranty rights shall be governed by the statutory provisions, unless otherwise provided below.
2. The agreed quality of the products is determined exclusively by the applications and specifications described in the respective product descriptions and data sheets. BioCat does not warrant the suitability of the products for any specific purpose intended by the Buyer that exceeds the applications stated in the product description. For products with an expiry or shelf-life date, the specifications apply until that date, provided that the specified storage conditions are observed.
3. The Buyer is obligated to inspect the goods carefully and without delay upon receipt and to notify BioCat of any recognizable defects in writing or by email within **7 business days** of receipt, stating the order number, batch number, and a detailed description of the defect. Recognizable transport damage (e.g., damaged packaging, depleted coolant) must additionally be noted on the delivery note upon delivery. Hidden defects must be reported in the same manner immediately, but no later than within **7 business days** of discovery. If the Buyer fails to give timely notice, claims for defects with respect to the defect not notified shall be excluded, unless BioCat fraudulently concealed the defect.
4. If justified defects are reported in a timely manner, BioCat shall, at its discretion, provide subsequent performance by way of replacement delivery or rectification. If subsequent performance fails or a reasonable deadline for subsequent performance set by the Buyer has expired without success, the Buyer may withdraw from the contract or reduce the purchase price in accordance with the statutory provisions. Claims for damages shall only exist in accordance with § 9.
5. Due to the special nature of biological and biochemical products, these are generally **excluded from exchange**

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and return, unless a defect exists. Returns are only permitted after prior consultation with BioCat.

6. Claims for defects shall not exist to the extent that the defect is due to improper handling, storage, or use of the products by the Buyer or third parties, to non-compliance with the product descriptions, or to use after the expiry date.
7. The limitation period for claims for defects shall be one year from delivery of the goods. This shall not apply in the event of fraudulent concealment of a defect, in the event of an assumed guarantee, to claims for damages due to injury to life, body, or health, due to intent or gross negligence, or under the German Product Liability Act, or to recourse claims in the supply chain (Sections 445a, 445b, 478 BGB); in these cases, the statutory periods shall apply.

§ 9 Limitation of Liability

1. BioCat shall be liable without limitation for damages resulting from injury to life, body, or health that are attributable to an intentional or negligent breach of duty by BioCat, its legal representatives, or vicarious agents.
2. For all other damages, BioCat shall only be liable in cases of intent and gross negligence, as well as in the event of a slightly negligent breach of material contractual obligations. Material contractual obligations (cardinal obligations) are obligations whose fulfilment is essential for the proper performance of the contract and on whose observance the Buyer may regularly rely. In the event of a breach of material contractual obligations through slight negligence, liability shall be limited to the foreseeable, contract-typical damage.
3. In the event of a slightly negligent breach of material contractual obligations, BioCat's liability – regardless of the legal basis – shall additionally be limited in amount to the **net purchase price of the respective product**.
4. The above limitations of liability shall not apply in the cases of paragraph 1, to claims under the German Product Liability Act (ProdHaftG), in the event of fraudulent concealment of a defect, or in the event of an assumed guarantee.
5. To the extent that BioCat's liability is excluded or limited, this shall also apply to the personal liability of its corporate bodies, employees, representatives, and vicarious agents.

§ 10 Force Majeure

1. Neither party shall be liable for the non-performance or delayed performance of its contractual obligations to the extent that such non-performance or delay is attributable to circumstances of force majeure. Force majeure shall include, but not be limited to: natural disasters, pandemics, epidemics, war, terrorism, riots, embargoes, governmental orders, strikes, lockouts, supply chain disruptions, failure of utilities, and comparable unforeseeable events beyond the control of the parties. Payment obligations shall remain unaffected.
2. The affected party shall immediately notify the other party of the occurrence and anticipated end of the force majeure event.
3. If the force majeure event persists for more than 90 calendar days, either party shall be entitled to withdraw from the contract in writing with respect to the performance not yet rendered. BioCat shall refund without delay any payments already made for goods not delivered.

§ 11 Export Control and Compliance

1. The Buyer undertakes to comply with all applicable national and international export control regulations, embargo rules, and sanctions provisions in the use and any resale of the products, in particular Regulation (EU) 2021/821 (Dual-Use Regulation), the sanctions regulations of the European Union and, where applicable, the export control regulations of the United States.
2. The Buyer shall provide BioCat with all information and documents required for export control purposes prior to delivery, including end-use certificates where required.
3. The Buyer shall not sell, export, or re-export the products, directly or indirectly, to the Russian Federation or Belarus, or make them available to third parties for use there, insofar as this is prohibited under Regulation (EU)

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No 833/2014 or Regulation (EC) No 765/2006, each as amended.

4. BioCat shall not be obliged to deliver if the performance of the contract is prevented by obstacles arising from national or international foreign trade regulations, embargoes, or other sanctions; in this case, BioCat shall be entitled to withdraw from the contract. Delays caused by licensing procedures shall extend the delivery periods accordingly.

§ 12 Data Protection

1. BioCat processes personal data of the Buyer exclusively within the scope of the business relationship and in accordance with the General Data Protection Regulation (GDPR) and the applicable national data protection laws.
2. Further information on data processing can be found in BioCat's privacy policy, available at www.biocat.com/privacy-policy.

§ 13 Final Provisions

1. **Applicable Law:** The laws of the Federal Republic of Germany shall apply, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).
2. **Place of Jurisdiction:** The exclusive place of jurisdiction for all disputes arising from or in connection with the contractual relationship shall be Heidelberg, provided that the Buyer is a merchant (Kaufmann), a legal entity under public law, or a special fund under public law, or has no general place of jurisdiction in Germany. BioCat shall also be entitled to sue the Buyer at the Buyer's general place of jurisdiction.
3. **Written Form Clause:** Amendments and supplements to the contract, including these GTC, shall require written form or text form. The precedence of individual agreements (§ 1 (3)) shall remain unaffected.
4. **Severability Clause:** Should any provision of these GTC be or become invalid or unenforceable, the validity of the remaining provisions shall not be affected thereby. The invalid or unenforceable provision shall be replaced by the statutory provisions.
5. **Contract Language:** The contract language is German. In the event of translations, the German version shall prevail.

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