

General Terms and Conditions of autogenous Vaccines of RIPAC-LABOR GmbH

(May 2018)

§ 1 Applicability

1. Performances and deliveries on the basis of contracts for sale of pharmaceutical products of RIPAC-LABOR GmbH (in the following: “Seller”) in the course of trade with companies, governmental entities or special funds under public law (in the following: “Purchaser”), will be provided exclusively subject to the application of these term and conditions.
2. These terms and conditions of sale shall also govern all future transactions between the parties and shall also apply if the Seller performs delivery despite the knowledge of differing or contrary terms.
3. Differing or contrary terms of the Purchaser shall not apply. These contrary terms shall not become part of the contract, even if they are referred to in a purchase order, unless the Seller has expressly approved their validity in writing.
4. Amendments to these terms and conditions shall be submitted in writing via telefax or e-mail to the Purchaser. If the Purchaser does not object within four (4) weeks upon receipt of the notification, the amendments shall be deemed accepted by the Purchaser. In the event of amendment of the terms and conditions the Seller shall advice the Purchaser specifically of its right to object and the legal consequences of remaining silent.

§ 2 Conclusion of the Contract

1. The offers of the Seller shall be non-binding. A conclusion of the contract is subject to the acceptance of the Seller.
2. The purchase order shall be binding for the Purchaser to buy the outlined products (in the following: “Products”). Provided the Purchaser orders from the website of the Seller, the Purchaser receives an order confirmation, that shall not represent a binding acceptance of the binding purchase order.
3. The binding acceptance of the purchase order can be in writing, via telefax or e-mail, aural or implied by dispatch of the Products.
4. If needed, the Seller will require documentary evidence of the Purchaser, that he is authorized to obtain the ordered Products.

§ 3 Prices and Payment Terms

1. Prices are ex works, exclusive of the respective applicable statutory VAT. Additional costs for packaging and delivery occur as agreed.
2. Unless otherwise agreed, the purchase price is due and payable net within 14 days from the date of the invoice without deductions. If the Purchaser is in default of payment, the Seller is entitled to demand a processing fee for the first reminder in the amount of EUR 5.00 and for a further reminder in the amount of EUR 10.00.
3. In the event the Purchaser is in delay of payment, the Seller is entitled to withhold further deliveries or deliver only in the event of an advance payment. Further statutory claims of the Seller remain unaffected.

§ 4 Delivery, Passing of Risk

1. The delivery shall be standard dispatch ex works (Incoterms 2010).
2. In the event the transport is carried out in specific transport boxes, coolers or other loaned packaging of the Seller, those remain property of the Seller and shall be returned.
3. The risk of loss or damage to the Products passes to the Purchaser upon shipment or transfer to the transport company. In the event of delay of the delivery, caused by the Purchaser, the passing of risk shall have already taken place when the Seller gives notification to the Purchaser that the Products are ready for shipment.
4. In general, all dates of delivery given by the Seller are non-binding as long as they are not approved “binding” by the Seller.
5. In the event for the Seller unforeseen events occur (in particular force majeure, breakdowns) which influence the completion and delivery of the Products significantly, the delivery period is prolonged

by the period of duration of the resultant delay. The Purchaser shall waive all his rights and claims against the Seller during this period.

6. If the Seller defaults, he shall be liable for the caused damage of the Purchaser only for intent and gross negligence. Further claims shall remain unaffected.

§ 5 Material provided by the Purchaser

1. The Seller himself shall not be liable for the adequate quality and suitability of the products provided for processing and manufacturing of the end product as well as for the arrangements for appropriate packaging and transport until the provided products arrive at the laboratory of the Seller.
2. The Seller shall not assume any warranty or liability for defects or quality degradation of the end product due to infectious material. He shall not be liable for any damages that are caused by defects or the unsuitability of the provided material.
3. Any material provided by the Purchaser to the Seller for processing purposes shall become property of the Seller and shall be solely owned by the Seller. This shall also apply to pathogens which are extracted or otherwise generated from such materials. Further, the Seller is entitled to conduct in its sole discretion additional tests and analyses using the materials beyond those tests and analyses ordered.

§ 6 Methodology

The Seller shall execute his analysis according to state-of-the-art methods and utilities of science and technology. As far as possible, analysis shall be executed according to official stipulations and guidelines. As far as such stipulations and/or guidelines do not exist in individual cases, the Seller will apply his own procedures.

§ 7 Intellectual and Industrial Property Rights

1. Both parties may only advertise with their business relation after prior consent of the respective other party, in particular, with the business name, substantial parts of the company and/or the company logo of the respective other party.
2. Unless expressly agreed otherwise, all intellectual or industrial property rights to all products, information and/or data, such as analyses and technical or other documentation, developed and/or made available during the preparation for and/or performance of the contract vest exclusively in the Seller.
3. The Purchaser states and warrants towards the Seller that the material, provided by him, is not infringing on any third-party rights in the preparation for and/or performance of the contract. The Purchaser indemnifies the Seller against all claims in this regard and shall compensate all damage or loss that results from such an infringement and that is payable by the Seller or a party that relies on such a right.

§ 8 Application of autogenous Vaccines

1. In course of an application of the Product, the remaining risk of intolerance is never to be completely excluded. Therefore, and for the avoidance of damages, the Purchaser is obliged to firstly test the Product in accordance to the respective supplementary sheet.
2. The Purchaser shall inform the Seller immediately, or at least within 48 hours, of becoming aware of any possible adverse events concerning the Products.
3. The Purchaser shall cooperate with the Seller in relation to follow-up actions. Every request for additional information must be complied with in the best possible way within one week.

§ 9 Offset, Right to Retain and Assignment

1. The Purchaser shall only be entitled to exercise a right of setoff against the Seller on basis of counterclaims which are undisputed or have been adjudicated with res judicata effect.
2. The Purchaser is entitled to claim retainer rights only to the extent such rights are based on the same transaction.

3. No assignment of the rights of the Purchaser under the contract with the Seller to third parties is permitted, whether in whole or in part.

§ 10 Retention of Title

1. The Seller shall retain title to the delivered goods according to sec. 449 para. 1 BGB (German Civil Code) until receipt of all payments under the contract (in the following: “Reserved Products”).
2. The Purchaser shall make immediate notification in writing to the Seller in the event of attachment or other third-party intervention affecting the Reserved Products. The Purchaser shall be liable for the loss incurred, as far as the third party is unable to reimburse the judicial or extrajudicial expenses of the Seller.
3. If the Reserved Products are inseparably combined or mixed with other products being not under property of the Seller, then the Seller shall acquire co-ownership of the products in proportion of the value of the invoice. The Purchaser transfers the co-ownership to the Seller. The Purchaser shall only keep the ownership or co-ownership of the Seller for him.
4. The Purchaser undertakes that if he resells Products that have not been paid, in part or in full, the receivables from his customer arising from this resale will be assigned to the Seller, which assignment will then be regarded as partial or full payment, as the case may be. The Purchaser is obliged to forward the relevant details to the Seller immediately on request so the Seller can collect the amount owing directly from the customer. The amount that the customer pays to the Seller is to be deducted from the total amount owing by the Purchaser to the Seller.

§ 11 Warranty

1. Precondition for any warranty claim of the Purchaser is the Purchaser’s full compliance with all requirements regarding inspection and objection established by sec. 377 HGB (German Commercial Code).
2. The Seller shall not be liable for a loss in quality or decreases in effectiveness of the delivered Products, if the Products were not stored properly or beyond durability limit by the Purchaser.
3. Warranty claims shall be time-barred after twelve (12) months of the passage of risk, provided that the delivery of defective goods does not present an intentional breach of duty.

§ 12 Liability

1. In case of intent or gross negligence the Seller is liable according to the provisions of applicable law; the same applies in case of breach of fundamental contract obligations. To the extent the breach of contract is unintentionally, the liability of the Seller for damages shall be limited to the replacement of the Product.
2. Claims for damages under the Product Liability Act, the Medicinal Products Act and for culpable damage to life, body or health shall remain unaffected.
3. The Seller shall not be liable for damages resulting from an improper application of the Products.

§ 13 Confidentiality

The Seller shall be obliged to keep any data and/or information concerning the contractual relationship confidential, unless such data respective information is generally accessible or is a matter of common knowledge.

§ 14 Resale of the Products

1. In the event of a resale of the Products of the Seller, it is only permitted to offer, sell or submit the Products in original packaging. A retail sale of partial quantities or parts of a delivery is not allowed.
2. The Purchaser undertakes to deliver the Products to a third party only with due observance/the addition of the accompanying information leaflet, instructions for use and supplementary sheets.

§ 15 Data Protection

1. Any personal data (e.g. title, first name, last name and/or business name, postal address, e-mail address, telephone and fax numbers, bank account and credit card number) shall be used by the Seller according to the provisions of the German data protection law.

2. Any personal data of the Purchaser recorded by the Seller are exclusively collected and used for the implementation of the respective contract between the parties.

§ 16 Miscellaneous

1. The parties' relations regarding this contract shall be governed by the laws of the Federal Republic of Germany excluding the UN Convention of Contracts for the International Sale of Goods.
2. Jurisdiction and venue for all legal disputes shall lie with the courts of Potsdam. In addition, the Seller shall be entitled to file suit at the Purchaser's place of general jurisdiction.
3. Place of fulfillment for all performances is the registered seat of the Seller.
4. In the event that individual terms of these terms and conditions should be or become invalid or should be in conflict with requirements of law, the validity of these terms and conditions shall not otherwise be affected thereby. The parties shall by mutual agreement replace the invalid term by such valid term as comes the closest in a legally valid manner to the economic intent of the invalid term. The foregoing provision shall apply mutatis mutandis in the case of contractual gaps.
5. These terms and conditions are executed in the German and English languages. In case of any discrepancies, the [German version](#) shall prevail.