

GENERAL TERMS AND CONDITIONS

1. **General**
 - a) The after mentioned General Terms and Conditions apply to any of the contracts agreed upon with WERNER BioAgents GmbH (further **WBA GmbH**).
 - b) By placing a written order (via fax, e-mail, mail, internet or similar media), the Purchaser recognizes these General Terms and Conditions in its entirety.
 - c) The Purchaser's conditions of purchase do not obligate WBA GmbH legally even if WBA GmbH does not expressly object to them.
 - d) Any contract will exclusively be governed by the General Terms and Conditions of WBA GmbH even if the customer order may contain differing limitations or addenda.
2. **Prices**
 - a) The prices offered are selling prices not including sales tax, except for the territory of the Federal Republic of Germany.
 - b) Price calculations are based on EURO (€) or US-Dollar (US\$) if expressly wanted.
 - c) Customers in Europe are obliged to pay with €, all customers outside of Europe are asked to pay with €, in special cases US\$ are accepted, too.
3. **Ordering**
 - a) Offers and orders placed both orally or by using telecommunication systems will only be legally valid after they have been confirmed by WBA GmbH in writing, or if the goods including the respective invoice have been delivered to the customer.
 - b) Special requirements or specifications have to be stated repeatedly for each order.
4. **Minimum Contract Value**
 - a) Our current minimum contract value is worth 30 € / 30 US\$ (exclusive of sales taxes).
5. **Shipping**
 - a) The customer has to bear the risk of shipping.
 - b) According to the INCOTERMS, issued 1995, the risk passes to the customer as soon as the goods have left the premises of WBA GmbH, or the goods will be delivered to the first carrier.
 - c) Freight will be at the Purchaser's expense.
6. **Period of Delivery**
 - a) As far as force majeure or similar circumstances occur which would have to be justified by the deliverer, the period of delivery will be extended by a reasonable time.
7. **Packing and Packaging**
 - a) The seller's (WBA GmbH) packaging materials are included in each delivery. Further packaging materials which may be necessary for special requirements will be added by WBA GmbH respectively. Extra cost resulting from additional product protecting packaging will be charged separately.
 - b) Customer-owned packaging materials which may be necessary for some special requirements may only be used after the way of packaging has been conferred with and approved of WBA GmbH.
 - c) Repurchase of packaging material is only possible within the legal provisions and after prior consultation with WBA GmbH.
8. **Complaints, Warranty and Liability**
 - a) The Purchaser shall inspect whether both quality and quantity of the goods delivered comply with the contractual agreement immediately after receipt of the goods.
 - b) Defects discovered on examination of the delivered goods have to be complained about within 10 (ten) days after receipt of the goods.
 - c) Hidden flaws have to be notified immediately after they have been detected or within 4 (four) weeks after receipt of the goods at the latest.
 - d) Unless the Purchaser complains in due time, the goods delivered will be considered to be in line with its state, quality and quantity as agreed with the Purchaser.
 - e) Regarding warranty and good will, WBA GmbH takes the respective conditions of the manufacturers as a guideline.
 - f) Goods complained may only be sent back after WBA GmbH has given express consent.
 - g) In case the Purchaser has complained about defects in due time or complained about the delivery of goods other than agreed by contract, the respective goods will according to the choice of WBA GmbH either be exchanged or reimbursed by the purchase price.
 - h) In case the goods are to be returned and the goods replaced are defective too, WBA GmbH will guarantee the Purchaser the right of conversion or reduction. WBA GmbH will take the choice of granting either a subsequent delivery or a respective credit note if the Purchaser has claimed the missing goods in due time.
9. **Terms of Payment**
 - a) **Payments for all goods delivered have to be settled without deduction within + invoice no.:**
Europe **21 (twenty-one) days from the date of invoice**
World **30 (thirty) days from the date of invoice**
 - b) Invoices billed for services performed are immediately due without deduction.
 - c) Payments made by transfer or check will only be considered to be fulfilled if the receipt of invoice has been credited to the bank account or the post bank account of WBA GmbH.
 - d) In case payment is delayed, WBA GmbH will be entitled to charge interest either at the rate of the usual bank interest or 5 (five) percent over the respective base interest rate of the European Central Bank.
 - e) WBA GmbH is entitled to insist on cash in advance when a new business relation has just been started.
10. **Canceling Orders / Return of Goods**
 - a) If an order is canceled by the Purchaser before the goods were delivered, the deliverer is entitled to charge all the costs caused by the cancellation to the Purchaser. This especially applies to costs caused by cancellation and withdrawal of contract and which are charged to WBA GmbH by their suppliers.
 - b) Returning flawless goods (carriage paid WBA GmbH) will only be accepted after WBA GmbH has given express consent.
 - c) To compensate such costs, the deliverer is entitled to either bill a processing charge of up to 10 (ten) percent of the invoiced value of goods or to charge 50 € (plus VAT) at the least, or otherwise to reduce the respective credit note by the amount worth of the returned goods.
11. **Reservation of Ownership**
 - a) All goods delivered by WBA GmbH will be the property of WBA until the Purchaser has paid all liabilities resulting from the mutual business relations.
 - b) WBA GmbH is the sole seller and acquires the proprietorship of all goods delivered by WBA GmbH even when they have to be processed and thus upgraded later on.
 - c) The Purchaser will assign any claims resulting from the sale of such goods the proprietorship of which WBA GmbH has acquired to WBA GmbH and its security at the full extent of the reservation of ownership of the goods purchased.
 - d) The Purchaser has to notify immediately any encroachment on the rights of WBA GmbH, especially distrains or other attachments of the goods in proprietorship of WBA GmbH.
 - e) The Purchaser shall surrender the possession of WBA GmbH on demand if the Purchaser does not comply with this contract in full, but without the commitment of WBA GmbH to withdraw from the contract.
12. **Consultation without Guarantee**
 - a) We (WBA GmbH) perform consultations for our customers on the basis of the latest technical level to the best of our knowledge and within the scope of the possibilities given, but without any guarantee.
 - b) This is especially true for the consideration of the industrial property rights of a third party.
 - c) Our proposals do not release the customers from the necessity of inspecting our products for their fitness to meet the customers' special requirements. These inspections will be at the customers' own risk.
13. **Purchase Law to be Applied**

The contractual relationship is subject to the law applied within the territory of the Federal Republic of Germany. The stipulations of the United Nations agreement on contracts of international merchandise are not to be applied in this contract.
14. **Place of Performance**

Place of performance for all obligations of WBA GmbH is the town of Jena/ OT Cospeda.
Place of performance for all obligations of the Purchaser, especially for payment issues, is the town of Jena.
15. **Jurisdiction**

The town of Jena is the exclusive jurisdiction for all lawsuits resulting from this contractual relationship.
16. **Other stipulations**

In case some of the stipulations should be ineffective, the validity of the others will not be affected.

Stand: 01 April 2015