



## **1. Scope of Application**

- (1) Any sales of Good or Service for scientific purposes delivered or performed by atech partners Ltd. (hereinafter "atech") shall exclusively be subject to these General Terms and Conditions for Sales of Goods and Services for Scientific Purposes ("General Terms and Conditions"). Any terms and conditions of purchase or other provisions on behalf of the Customer shall not be applicable; this shall even apply in case no further objection referring to such provisions is made.
- (2) Our tenders shall be subject to changes. Tenders by the recipient shall only be deemed accepted if expressly declared so by us. Silence with respect to such tender shall not be deemed to be an acceptance.
- (3) Any declarations made by us with respect to the conclusion, amendment or termination of any contracts shall be made in writing.
- (4) Any documents and tenders submitted by us shall not become intellectual property of the recipient. The recipient of the tender may only make use of them in case a contract is concluded.

## **2. Subject matter of Contract**

- (1) Subject matter of the contract shall be the supply of goods and/or services for scientific purposes as stipulated in each particular case; we will execute these services by qualified personnel in accordance with the principles of proper practice of a profession.
- (2) We reserve the right to select employees for the execution of services. We shall be entitled to use the Services of third parties (subcontractors) for the execution of services.

## **3. Patent and usage rights, confidentiality**

- (1) atech grants to the recipient of goods and/or services for scientific purposes a limited, non-exclusive and revocable right and license to use such goods and/or services for the recipient's own scientific purposes, but not for any commercial purposes like, but not limited to, reselling the received goods and/or services or producing for commercial purposes other goods or services derived from the received goods and/or services and the like.
- (2) The recipient hereby undertakes to neither derive any rights whatsoever with respect to patent protection, prior-use or licenses nor disclose to third parties, directly or indirectly, any know-how, insights or information, such may have made available in the form of goods and/or technical advice. Said provisions shall also apply to insights derived from the recipient's research activities pertaining to goods and/or services supplied by atech.
- (3) The supply of goods and/or services for scientific purposes to the recipient shall in no way affect the rights of atech to retain as well as apply for patents and to issue usage licenses for the same. The recipient hereby undertakes to conduct no research activities with a view to analyse the material composition of said goods and/or services for scientific purposes ("reverse-engineer").
- (4) atech undertakes to not disclose any information or insights communicated by the recipient, directly or indirectly to third parties; provided that they are not already common knowledge or that they do not otherwise become common knowledge in the absence of any actions attributable to atech.

## **4. Assured characteristics, use of goods and/or services, limited warranty**

- (1) Any descriptions of goods and/or services for scientific purposes made in requests for the same made by the recipient or written acknowledgements to descriptions made by atech such may be applicable to goods and/or services for scientific purposes, shall only be interpreted as a designation and description of said goods and/or services for scientific purposes in the general sense and shall not be constituted as a declaration of assured characteristics.
- (2) atech hereby warrants that due diligence and accepted technical rules shall be applied in the execution of orders and rendering of services. atech undertakes no further responsibility, implied or otherwise, for specific material characteristics or the commercial suitability of said goods and/or services for scientific purposes with respect to the results expected by the recipient or the intended purpose of using said goods and/or services for scientific purposes.



- (3) The goods and/or services for scientific purposes shall be exclusively used for laboratory testing and research purposes and for no other purposes whatsoever, particularly not for any commercial purposes and shall not be made available to third parties.
- (4) The warranty according to paragraph 2 shall extend to a period of six months beginning from the date on which the goods and/or services for scientific purposes are made available by atech.

#### **5. Limited liability**

- (1) We shall only be liable for damages and/or compensation for expenses - indifferent of the legal grounds and also for extra-contractual Claims - in case of intent or gross negligence by our legal representatives or vicarious agents. This shall not apply to negligent breaches of substantial contractual obligations; in such cases -except under intent or gross negligence by our legal representatives or vicarious agents - we shall only be liable for the contract-related, foreseeable damage, whereas any liability for production losses and lost profits shall be excluded.
- (2) In cases of delay, the liability of atech for any damage from delay shall be limited to ten per cent of the total contract value. Furthermore, any liability of atech for any indirect consequential damage or net financial losses, particularly for production losses and lost profits, shall be excluded.
- (3) The total liability of atech for any legal grounds shall be limited to the total contract value, unless any higher insurance coverage or any higher claims against third parties which do not belong to atech exist.

#### **6. Fulfilment, passage of risk**

- (1) The place of fulfillment for all goods and services provided by atech shall be Wiesbaden, Germany. The risk to supplied goods and services shall pass to the recipient when the goods and/or services for scientific purposes are dispatched by atech.
- (2) All risks towards the loss of dispatched goods and/or services for scientific purposes shall be borne by the recipient. All risks of loss of the goods and/or services for scientific purposes or risks of incidental damages to the goods and/or services for scientific purposes as well as to other goods or persons resulting from the goods and/or services for scientific purposes during transport shall be borne by the recipient.
- (3) atech shall arrange for transport insurance coverage upon instruction and at the expense of the recipient. The recipient shall assume the risk of all incidental damage to parts, samples and workpieces made available to atech by the recipient.

#### **7. Payment**

- (1) All invoiced amounts shall be paid in advance to the shipment or delivery of goods and/or services inclusive of the statutory VAT (where applicable) within fourteen days of the invoice date to the bank account of atech indicated on the invoice.
- (2) All banking charges are for account of the recipient. Goods and services for scientific use will be dispatched and/or provided as soon as bank account of atech indicated on the invoice has been credited.

#### **8. Retention of title**

- (1) Any items, products, workpieces, drafts, plans, expert opinions or other documents which have been produced and/or delivered for scientific purposes shall remain our property (all of them hereinafter "Goods subject to retention of title") until all claims are settled in full, including in particular any balancing amounts claimed that are due to us within the framework of the business relationship. This shall also apply to future and conditional claims, such as, without being limited to, claims from acceptor's bills.
- (2) Any machining or processing of the Goods subject to retention of title shall be carried out for us as manufacturer within the meaning of § 950 BGB [German Civil Code] without placing us under any obligation. The machined and processed goods shall be deemed as Goods subject to retention of title within the meaning of paragraph 1.
- (3) If the recipient processes, combines or mixes the Goods subject to retention of title with any other goods, we shall be entitled to joint ownership of the new product, in proportion to the ratio of the invoiced value of the Goods subject to retention of title to that of the other goods used. If our ownership expires through any such processing, combining or mixing, the recipient shall hereby transfer to us any proprietary rights or expectant



rights he may have in the new entity or article, to the amount of the invoiced value of the Goods subject to retention of title - or in the case of processing, according to the ratio of the invoiced value of the Goods subject to retention of title to that of the other goods used - and shall hold the new entity or article in safe custody for us free of charge. Our rights of joint ownership shall be deemed to be Goods subject to retention of title within the meaning of paragraph 1.

- (4) If the recipient is in delay of payment and if this indicates that the enforceability of a part of our claim which is not negligible may be endangered, we shall be entitled to prohibit further processing or use of the Goods subject to retention of title, to repossess the Goods subject to retention of title and, as the case may be, to enter the recipient's premises. The repossession shall not serve as a revocation of the contract.
- (5) The recipient shall immediately notify us of any seizure or other encumbrance arising from third parties.
- (6) If the value of existing securities exceeds the secured claims by more than 10 % in total, we shall be obliged pro tanto, at the recipient's request, to release securities at our discretion.

#### **9. Final provisions**

- (1) Any legal or other relationship between the parties to the contract shall exclusively be subject to and governed by the laws of the Federal Republic of Germany, such as they apply to national parties.
- (2) Should any of the provisions of these General Terms and Conditions be ineffective, this shall not affect the effectiveness of the remaining provisions. In such case, the parties shall undertake to replace such ineffective provision with another provision that comes as close to the economically intended target as possible.
- (3) The place of performance and the place of jurisdiction for both contracting parties shall be Wiesbaden/Germany. We shall also be entitled to take legal proceedings against the Customer at his general place of jurisdiction.

**atech partners Ltd.**