

General Terms and Conditions of Sale and Delivery

1. Scope

1.1. These General Terms and Conditions of Sale and Delivery (hereinafter referred to as these "GTCs") apply for all deliveries and related services by Eppendorf Asia Pacific Sdn. Bhd. (hereinafter referred to as "Eppendorf") to their customers. Customer and/or customers shall mean customers who are end customers, resellers and distributors.

1.2. These GTCs also apply if Eppendorf carries out the delivery to the customer notwithstanding Eppendorf having knowledge of contradicting or additional terms and conditions of the customer. General terms and conditions of the customer that contradict or supplement these GTCs will only become part of the contract if and to the extent that Eppendorf has expressly agreed to their validity in writing.

1.3. Individual agreements made with the customer in individual cases as well as quotations and other documents provided to the customer take precedence over these GTCs. In such cases, these GTCs shall cover terms and conditions not expressly stipulated in such individual agreements, quotations and documents.

1.4. These GTCs only apply to a party who is either a natural or legal person or a partnership or corporate entity with legal personality who or which, when entering into a legal transaction, acts in exercise of his/her or its trade, business or profession. These GTCs apply to all contracts of sale that are concluded between Eppendorf and customers, including but not limited to sales through Eppendorf's online shop.

2. Conclusion of the Contract

2.1. Offers from Eppendorf are not binding, but are to be understood as an invitation to the customer to make a binding contractual offer to Eppendorf, unless they are expressly marked as binding or specify a specific acceptance period. The customer must point out obvious errors (such as obvious calculation errors, incorrect product specifications, or incompleteness) in the offers from Eppendorf (including associated documents) to allow Eppendorf to correct such errors before the conclusion of the contract; otherwise the relevant contract shall be deemed unconcluded.

2.2. The contract is concluded upon the customer's order and Eppendorf's acceptance of the order (i.e., in response to a binding contractual offer by the customer, unless the proviso of Clause 2.1 applies, in which case, the customer's order is the binding acceptance of Eppendorf's offer). The acceptance can either be declared in writing (e.g. by order confirmation) or by delivery of the goods to the customer. Unless otherwise stated in the customer's offer, Eppendorf can accept it within ten (10) business days of receipt. Business days are Monday through Friday, with the exception of Malaysian national public holidays.

3. Prices

3.1. Only the prices stated in the order confirmation by Eppendorf or, if no prices are stated therein, the list prices current at the time the contract is concluded are decisive.

3.2. Eppendorf's prices apply for on-site deliveries within Malaysia "carriage paid" to the customer's registered office (CPT Incoterms® 2020). The customer bears all additional costs for any accelerated shipping method requested by the customer (e.g. air freight) or a special type of packaging as well as the costs for shipping the delivery to a location other than the customer's registered office. For delivery values below Ringgit Malaysia One Thousand Ringgit ("RM") net, packaging and shipping costs will be charged. In the case of delivery values

below RM500.00 net, Eppendorf reserves the right to charge an additional surcharge for small quantities.

3.3. All Eppendorf prices are in RM and are net prices without value added tax, which the customer has to pay additionally in the respective statutory amount.

4. Delivery and Delivery Times

4.1. With the exception of deliveries to customers who are distributors which is subject to Clause 4.7 below, deliveries are made to a location within Malaysia "carriage paid" to the customer's registered office (CPT Incoterms® 2020).

4.2. Eppendorf is entitled to make partial deliveries if (a) the partial delivery can be used by the customer within the scope of the contractual intended purpose, (b) the provision of the remaining services is ensured, and (c) the partial delivery does not result in any significant additional costs for the customer or Eppendorf itself agrees to bear any such additional costs.

4.3. The delivery times specified by Eppendorf in offers or order confirmations are non-binding unless otherwise expressly agreed upon. Delivery deadlines begin on the date of the order confirmation by Eppendorf and are considered to be met if the goods have been handed over to the carrier.

4.4. Compliance with delivery deadlines requires the timely and proper fulfillment of the customer's obligations, in particular the provision of any necessary certificates and the receipt of any agreed down payments, provided that the foregoing shall not affect either parties' right to withhold its performance due to a failure by the other party to fulfill its duties under the contract.

4.5. Deliveries must be made correctly and on time. However, where Eppendorf has concluded a congruent covering transaction with the respective supplier at the time the contract was concluded with the customer, and incorrect and delayed delivery is not attributable to Eppendorf, Eppendorf shall not be liable for such incorrect or delayed delivery. This also applies if Eppendorf concludes the third-party covering transaction with the supplier immediately after the conclusion of the contract.

4.6. If the customer is in default of acceptance or if he culpably breaches other obligations to cooperate, Eppendorf is entitled to demand compensation for the resulting damage, including any additional expenses (e.g. storage costs). Further claims or rights are reserved.

4.7. Deliveries to customers who are distributors shall be made EXW Kuala Lumpur (Incoterms 2020).

5. Shipping and the Passing of Risk

5.1. Shipping and transport are at the risk of the customer. The risk of accidental loss and accidental deterioration is transferred to the customer as soon as the shipment has been handed over to the carrier, whereby the beginning of the loading process is decisive. This also applies if Eppendorf insures the transport on the basis of individual agreements or sets up or installs the goods for the customer.

5.2. Eppendorf will take out transport insurance at the customer's request, which must be expressed when placing the order, and at the customer's expense. Eppendorf is entitled to name itself as a beneficiary. When selecting the transport insurer, Eppendorf is only obligated to use a reasonable degree of care.

5.3. If the shipment of the delivery is delayed for reasons that lie with the customer, the risk of accidental deterioration and

accidental loss is transferred to the customer upon notification of readiness for shipment.

6. Transport Damage

6.1. Loss or damage during transport must be noted by the customer on the freight receipt with a corresponding reservation. In addition, such loss or damage must be reported immediately in writing to the freight carrier with a copy to Eppendorf. All steps necessary to safeguard the customer's rights must be taken immediately by the customer.

6.2. Damage or loss during transport does not release the customer from paying the full purchase price to Eppendorf. The customer assigns all claims against third parties that exist due to damage or loss during transport to Eppendorf in advance. Eppendorf hereby accepts the assignment. This assignment and any services provided by the transport insurance will take place without any further acts by either party.

7. Payment Terms

7.1. Payments are due within thirty (30) days after receipt of the invoice by the customer without deduction. For the avoidance of doubt, this Clause 7.1 and Clauses 7.2, 7.3, 7.4 and 7.5 shall not be applicable in instances of goods ordered online and through purchase orders which shall fall within the provisions of Clause 7.7 and Clause 7.8 respectively.

7.2. Payment for initial orders must always be made in advance.

7.3. Eppendorf is entitled to issue partial invoices for partial deliveries within the meaning of Clause 4.2.

7.4. When the above payment deadline has expired, the customer is in default. Eppendorf is entitled to demand default interest from the date of default in payment. Eppendorf reserves the right to claim compensation for further damage.

7.5. The customer shall have no right to offset or to assert a right of retention, unless the customer sets off an undisputed or legally established claim or asserts a right of retention in this regard.

7.6. If, after the conclusion of the contract, it becomes apparent (e.g. through an application for the opening of insolvency proceedings) that the payment claim is jeopardized by the customer's inability to pay, Eppendorf is entitled to refuse performance in accordance with the Sale of Goods Act 1957 and - if necessary after setting a deadline - to rescind or terminate the contract.

7.7. If goods are ordered through Eppendorf's online shop, Eppendorf requires prepayment by the customer upon placement of the customer's order. Eppendorf will only proceed to provide an order confirmation and arrange for delivery of the goods upon receipt of full payment from the customer.

7.8. If goods are ordered through purchase orders pursuant to quotations provided, the payment terms in such quotations shall prevail.

8. Retention of Title

8.1. Eppendorf retains ownership of the delivered goods (the "**Reserved Goods**") until all claims relating to those Reserved Goods ("**Secured Claims**") have been paid in full. In the case of a current account, the Reserved Goods serve to secure the balance claim to which Eppendorf is entitled.

8.2. The customer has to treat the Reserved Goods with the care of a prudent businessman. The customer is obliged to

adequately insure the Reserved Goods at replacement value at its own expense against damage caused by fire, water and theft. The customer hereby assigns any claims for compensation from these insurance contracts to Eppendorf. Eppendorf hereby accepts the assignment.

8.3. The customer must inform Eppendorf immediately if the Reserved Goods are seized or similarly impaired or endangered. In the event of a seizure, the customer must send Eppendorf a copy of the seizure and transfer decision as well as all other documents required to object to the seizure and notify the seizure creditor immediately in writing of the retention of title by Eppendorf. The costs of an intervention by Eppendorf, unless they can be obtained from the respective third party, shall be borne by the customer.

8.4. Any processing or transformation of the Reserved Goods by the customer is always carried out free of charge for Eppendorf. However, if the Reserved Goods are processed with other items that do not belong to Eppendorf, Eppendorf only acquires joint ownership of the new item in the ratio of the invoice value of the Reserved Goods to the value of the other processed items. The customer stores the new item free of charge for Eppendorf with the care of a prudent businessman.

8.5. The customer is entitled to resell the Reserved Goods in the ordinary course of business and with the care of a prudent businessman. However, the customer assigns all claims from the resale of the Reserved Goods to third parties in the amount of the final invoice amount of the Secured Claims (including statutory sales tax or comparable foreign taxes) to Eppendorf. Eppendorf hereby accepts this assignment. The customer remains entitled to collect the assigned claims. The customer is only entitled to resell if it is ensured that the claims to which he is entitled are transferred to Eppendorf.

8.6. Eppendorf is entitled to revoke or restrict both the customer's authorization to sell and the authorization to collect and to demand the return of the Reserved Goods if the customer does not meet his payment obligations towards Eppendorf or if Eppendorf becomes aware of circumstances that are likely to significantly reduce the customer's creditworthiness. In the event of revocation of the authorization to collect, Eppendorf can demand that the customer disclose the assigned claims and their debtors, provide all information required for collection, hand over the associated documents and notify the debtors of the assignment.

9. Claims for Defects

9.1. The customer's entitlement to claim for defects, is subject to the provisions of the Sale of Goods Act 1957. The customer must report claims due to recognizable defects immediately, but no later than ten (10) calendar days after receipt of the goods. Claims due to non-recognizable defects must be reported by the customer immediately after they are discovered. The notification must be made to Eppendorf in writing and precisely describe the type and extent of the defects. If the customer fails to properly examine or report, Eppendorf's warranty obligation and liability for the defect concerned is excluded if the defect is one which ought to have been revealed by such examination.

9.2. Eppendorf is entitled to inspect and check the goods complained about, and the customer shall grant Eppendorf the necessary time and opportunity to do so. Eppendorf can demand that the customer return the goods complained about in the original packaging or an equivalent packaging to Eppendorf at Eppendorf's expense.

9.3. If goods are defective and the customer has properly reported the defect in accordance with Clause 9.1, the customer

is entitled to its rights in accordance with the following provisions.

9.4. Eppendorf does not guarantee the suitability of its goods for any particular use not expressly agreed in writing between Eppendorf and the customer. The customer alone is responsible for deciding whether a good that complies with the specific agreements on the properties, features and performance characteristics is suitable for a specific purpose and for the type of use assumed by the customer.

9.5. Information in catalogs, price lists and other information material provided to the customer by Eppendorf, as well as information describing the goods, are no guarantees for a special quality of the goods. Quality guarantees must be expressly agreed in writing.

9.6. Warranty claims for defects are excluded for damage that arises after the transfer of risk as a result of normal wear and tear as well as a result of improper or unsuitable use. This applies in particular if the goods supplied are improperly handled, stored or set up, are not operated or maintained in accordance with the operating instructions, or if replacement, disposable or consumable materials other than those recommended by Eppendorf are used.

9.7. Eppendorf is entitled, at its option, to supplementary performance by eliminating the defect (subsequent improvement) or by delivering a defect-free item (replacement delivery). In the event of subsequent performance, Eppendorf is obliged to bear all expenses necessary for the purpose of eliminating the defect, in particular transport, travel, labor and material costs.

9.8. If the supplementary performance fails, the customer can choose to terminate the contract or request a reduction in price. The right of the customer to claim damages or reimbursement of wasted expenses in accordance with the provisions in Clause 10 remains unaffected.

10. Liability

10.1. Eppendorf is only liable for damages due to breach of contractual or non-contractual obligations:

- (a) for damages based on an intentional or grossly negligent breach of duty by Eppendorf;
- (b) for damages resulting from injury to life, limb or health;
- (c) due to a breach of a quality or durability guarantee;
- (d) for damages resulting from the breach of an essential contractual obligation; or
- (e) due to mandatory legal liability, in particular from the Medical Device Act 2012 and its subsidiary legislation.

10.2. An essential contractual obligation within the meaning of Clause 10.1 (d) is an obligation, the fulfillment of which enables the proper execution of the contract in the first place and on the observance of which the customer regularly trusts and may rely. The amount of compensation for the breach of an essential contractual obligation is limited to damages typical for the contract and foreseeable at the time the contract was concluded.

10.3. Any liability for damages other than those provided for in this Clause 10 is excluded – regardless of the legal nature of the asserted claim. This applies in particular to claims for damages arising from negligence when concluding the contract, due to other breaches of duty or due to tortious claims for compensation for property damage.

10.4. The limitations of liability resulting from this Clause 10 also apply if the customer demands instead of performance a reimbursement of expenses incurred by the customer in reliance on the contract instead of a claim for damages.

10.5. Insofar as Eppendorf's liability for damages is excluded or limited, this also applies with regard to the personal liability for damages of Eppendorf's employees, representatives and vicarious agents.

11. Limitation Period for Warranty Claims

11.1. The limitation period for the rights of the customer due to material and legal defects is twelve (12) months from the delivery of the goods except if stated otherwise in warranty document. This does not apply to willful or grossly negligent breaches of duty (Clause 10.1 (a) above), for damage resulting from injury to life, limb or health (Clause 10.1 (b) above), fraudulent concealment of a defect and / or in the event of mandatory legal liability (Clause 10.1 (e) above).

11.2. The delivery within the meaning of Clause 11.1 refers to the receipt of the notification of readiness to collect provided by Eppendorf to the customer, or, if shipping has been agreed, the delivery to the freight carrier. If the parties have agreed that delivery is to be deemed complete upon the customer accepting the goods, the limitation period begins upon such acceptance.

11.3. Warranty claims for repairs and replacement deliveries become time-barred three (3) months after completion of the respective repairs or replacement delivery, but not before the expiry of the twelve-month limitation period in accordance with Clause 11.1. This does not apply if Eppendorf has expressly recognized an obligation to provide supplementary performance. In such a case, the twelve-month warranty period will start again after Eppendorf has completed the subsequent performance.

11.4. Claims for defects are excluded when selling used goods and demonstration devices. The right of the customer to claim damages or reimbursement of expenses incurred by the customer in reliance on the contract in accordance with the provisions in Clause 10 remains unaffected.

12. Cancellation and Returns

Cancellation of confirmed order and returns of goods that are not the subject of material defect claims require Eppendorf's prior consent. In the event of an order cancellation or a return, Eppendorf shall charge a minimum of 10% of the value of the goods, but at least RM250.00 as a processing cost, unless Eppendorf has provided consent dependent on further services provided by the customer. Notwithstanding the foregoing, if quotations and other documents are provided to the customer in the course of purchase of goods with contradicting cancellation conditions, such quotations and other documents shall take precedence over these GTCs with the exception that all other terms and conditions not stipulated in such quotations and documents shall be covered by these GTCs.

13. Force Majeure

13.1. Eppendorf is not liable for impossibility or delay insofar as it is based on force majeure or another event that was not foreseeable at the time the contract was concluded for which Eppendorf is not responsible. This also applies if the force majeure occurs at Eppendorf's suppliers. Force majeure includes, without limitation, operational disruptions of all kinds, war, insurrection, terrorism, natural disasters, epidemics and pandemics, general scarcity of raw materials and restrictions on energy consumption.

13.2. If Eppendorf becomes aware of an event within the meaning of Clause 13.1, Eppendorf will inform the customer immediately. Delivery times are automatically extended/postponed by the duration of the event plus a reasonable lead time. If such events make the provision of the service significantly more difficult or impossible for Eppendorf and are not only of a temporary nature, Eppendorf is entitled to terminate the contract. In this respect, the customer shall not be entitled to claim for damages.

14. Confidentiality

14.1. The customer undertakes to treat all information that becomes accessible in connection with the business relationship that is specified as confidential or is recognizable as a business or trade secret due to other circumstances, and not to disclose it to any other person and to protect it with the same degree of care, how they would protect their own confidential information.

14.2. If the customer is obliged by a legal regulation or an official order to make confidential information of Eppendorf available to a public body, it is entitled to do so.

14.3. The obligation of confidentiality according to this Clause 14 continues for five (5) years after the conclusion of the contract.

15. Services

If the customer orders services offered by Eppendorf, the following rules also apply:

15.1. Services for the contractual items may only be provided by Eppendorf specialists and third parties authorized by Eppendorf.

Eppendorf only provides services under the conditions that the customer:

- (a) will inform Eppendorf immediately if there are disruptions or damages to the contractual items or the operating conditions have changed significantly since delivery,
- (b) guarantees Eppendorf unhindered access to the contractual items,
- (c) provides all information required for the performance of the maintenance work and provides the necessary acts of cooperation, and
- (d) uses the contractual items as intended in accordance with the applicable operating instructions.

15.2. Services that are provided on the basis of service vouchers are settled with the purchase price of the respective voucher. All other services are billed at Eppendorf's current service prices. Eppendorf will provide the customer with the corresponding price list on request. Services are deemed to have been provided when the customer signs the service completion form confirming the services have been provided. Unless otherwise agreed, training services are to be paid for separately.

16. Miscellaneous

16.1. Assignments and other transfers of rights and obligations of the customer are excluded without the consent of Eppendorf.

16.2. Should at any time, any provisions of these GTCs and the other agreements made between Eppendorf and the customer be or become void, invalid or ineffective due to any reason, this will not affect the validity or effectiveness of the remaining provisions. The void, invalid or ineffective provision

shall be deemed replaced by such valid and effective provision that in legal and economic terms comes closest to what Eppendorf and the customer intended or would have intended in accordance with the purpose of their contractual relationship if they had considered the point at the time of conclusion of the contract. The same shall apply to any lacunae

16.3. Changes to contractual provisions between Eppendorf and the customer as well as the waiver of rights from these provisions must be made in writing. This also applies to a waiver of this written form clause.

16.4. The place of performance for the customer's payment obligations is Malaysia. The place of performance for the delivery and any subsequent performance is Malaysia.

16.5. These GTCs and any agreements the parties enter into in relation to these GTCs shall be governed by the laws of Malaysia. The exclusive place of jurisdiction for all disputes arising under or in connection with the contractual relationship is Malaysia. Deviating mandatory statutory jurisdictions remain unaffected.

Status as of February 2022.

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