

General Terms and Conditions of Sales and Delivery

1. Scope

1.1. These General Terms and Conditions of Sales and Delivery (hereinafter referred to as „GTCs“) apply for all deliveries and related services by Eppendorf SE and Eppendorf Vertrieb Deutschland GmbH (hereinafter collectively referred to as „Eppendorf“) to their customers.

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 take precedence over these GTCs.

1.4. These GTCs only apply to a party who is either a natural or legal person or a partnership with legal personality who or which, when entering into a legal transaction, acts in exercise of his/her or its trade, business or profession. However, these GTCs do not apply to contracts that are concluded in our 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 uncompleted.

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 provision 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 German 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. If the customer purchases the goods from Eppendorf at the list price and the list price increases between the time the contract is concluded and the actual delivery, and if there is a period of at least four (4) months between the conclusion of the contract and the actual delivery, the agreed purchase price increases accordingly. Any agreed discounts must also be taken into account with regard to the increased purchase price.

3.3. Eppendorf's prices shall apply „carriage paid to“ the customer's registered office (CPT Incoterms® 2020) for deliveries to locations within Germany. 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 EUR 250.00 net, the packaging and shipping costs shall be charged (FCA Incoterms® 2020). For delivery values below EUR 70.00 net, Eppendorf reserves the right to levy an additional minimum quantity surcharge.

3.4. For deliveries to locations outside Germany, the prices are „ex works or ex warehouse“ (EXW Incoterms® 2020) and exclude packaging costs. Eppendorf carries out the packaging selection for the delivery items and charges the customer for the packaging. At the request and expense of the customer, the goods will be shipped to another destination. Eppendorf is entitled to determine the type of shipment (in particular the transport company and the shipping route) itself. For delivery values below EUR 70.00 net, Eppendorf reserves the right to levy an additional minimum quantity surcharge.

3.5. All prices of Eppendorf are quoted in EURO and are net prices excluding VAT, which the customer shall pay in addition at the respective statutory rate.

3.6. If Eppendorf issues an invoice without VAT and it subsequently transpires that the conditions for (i) a tax-exempt export delivery pursuant to Sections 4 no. 1 a), 6 UStG in conjunction with Sections 8 - 17 UStDV or (ii) a tax-exempt intra-Community supply according to Sections 4 no. 1 b), 6a UStG in conjunction with Sections 17a - 17d UStG. Sections 17a - 17d UStDV are not fulfilled, the price shall be increased by the statutory VAT at the respective statutory rate. In such cases, Eppendorf shall be entitled to claim or subsequently claim the VAT from the customer against issuance of an invoice with separate proof of VAT pursuant to Sections 14, 14a UStG.

4. Delivery and Delivery Times

4.1. Deliveries are made to locations within Germany „carriage paid to“ to the customer's registered office (CPT Incoterms® 2020) and to a place outside Germany „ex works or warehouse“ (EXW 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 something else has been 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 (in the case of deliveries to a location within Germany) or the customer has received a notice of readiness for collection from Eppendorf by the deadline (in the case of deliveries to a location outside Germany).

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. Delivery is subject to correct and timely self-delivery, unless Eppendorf is responsible for the incorrect and delayed self-delivery and Eppendorf had concluded a congruent covering transaction with the respective supplier at the time of conclusion of the contract with the customer. This also applies if Eppendorf concludes the covering transaction immediately after conclusion of the contract with the customer.

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.

5. Shipping and Transfer of Risk

5.1. Shipment and transport shall be at the risk of the customer. The risk of accidental loss and accidental deterioration shall pass to the customer as soon as the consignment has been handed over to the carrier, whereby in the case of cross-border deliveries the start of the loading process shall be decisive. This shall also apply if Eppendorf insures the transport or sets up or installs the goods at the customer's premises on the basis of individual agreements. However, insofar as acceptance has been agreed, the risk shall only pass to the customer upon acceptance.

5.2. Eppendorf shall take out transport insurance at the request of the customer, to be notified at the time of the order, and at the customer's expense. Eppendorf shall be entitled to name itself as beneficiary. When selecting the transport insurer, Eppendorf shall only be liable for its own customary care.

5.3. If the shipment of the delivery is delayed for reasons attributable to the customer, the risk of accidental deterioration and accidental loss shall pass 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, they must be reported immediately in writing to the 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 in transit shall not release the customer from full payment of the purchase price to Eppendorf. The customer assigns in advance to Eppendorf all claims against third parties arising from damage or loss in transit. Eppendorf hereby accepts the assignment. This assignment and any benefits provided by the transport insurance shall be made on account of performance.

7. Payment Terms

7.1. Payments are due within thirty (30) days after receipt of the invoice by the customer without deduction.

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 shall be entitled to charge interest on arrears at the statutory rate from the time of default. Eppendorf reserves the right to claim further damages.

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. by filing for the opening of insolvency proceedings) that the payment claim is jeopardized by the customer's inability to pay, Eppendorf shall be entitled to refuse performance in accordance with the statutory provisions and – if necessary after setting a deadline – to withdraw from the contract (Section 321 BGB).

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 that all Secured Claims have been paid in full, the Reserved Goods shall be security for the balance of all other claims to which Eppendorf is entitled.

8.2. If the customer intends to transfer the Reserved Goods to a location outside Germany, the customer shall (a) immediately inform Eppendorf of such intention, (b) immediately and at its own expense determine and fulfil all local (including legal) requirements for the creation and maintenance of Eppendorf's retention of title and (c) also immediately inform Eppendorf thereof in each case.

8.3. The customer has to treat the Reserved Goods with the due care of a good manager. 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. Upon request by Eppendorf, the customer shall take any and all necessary steps to perfect such assignment against third parties immediately.

8.4. 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.

8.5. 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 due care of a prudent manager.

8.6. If the goods subject to retention of title are combined, mixed or blended with other items not belonging to Eppendorf, Eppendorf shall acquire co-ownership of the new item in the ratio of the invoice value of the goods subject to retention of title to the value of the other goods used. If the goods subject to retention of title are combined, mixed or blended in such a way that the customer's item is to be regarded as the main item, it shall be deemed to be agreed that the customer transfers to Eppendorf co-ownership of the new item on a pro rata basis. The customer shall hold the co-ownership thus created in safe custody for Eppendorf free of charge with the diligence of a prudent businessman.

8.7. The customer is entitled to resell the Reserved Goods in the ordinary course of business and with the due care of a good manager. 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.

8.8. 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 discloses the assigned claims and their debtors, provides all information required for collection, hands over the associated documents and notifies the debtors of the assignment.

9. Claims for Defects

9.1. The customer's claims for defects are subject to the condition that the customer has complied with its statutory obligations to inspect the goods and give notice of defects pursuant to Sections 377, 381 (2) of the German Commercial Code (HGB). Claims due to recognizable defects must be reported by the customer immediately, at the latest, however, within ten (10) calendar days after receipt of the goods. Claims for other defects must be notified by the customer immediately after discovery. The notification must be made in writing to Eppendorf and must precisely describe the type and extent of the defects. If the customer fails to make the proper inspection or notification, Eppendorf's warranty obligation and liability for the defect concerned shall be excluded.

9.2. Eppendorf shall be entitled to inspect and test the rejected goods. The customer shall grant Eppendorf the necessary time and opportunity to do so. Eppendorf may demand that the customer return the rejected goods in the original packaging or equivalent packaging to Eppendorf at Eppendorf's expense.

9.3. If a good is defective and the customer has duly notified Eppendorf of the defect in accordance with Clause 9.1, the customer shall be entitled to its statutory rights in accordance with the following provisions.

9.4. Eppendorf does not warrant the suitability of its goods for specific uses not expressly agreed in writing between Eppendorf and the customer. The customer alone shall be responsible for deciding whether goods which comply with the specific agreements on properties, features and performance characteristics are suitable for a specific purpose and for the type of use assumed by the customer.

9.5. Information in catalogues, price lists and other information material provided to the customer by Eppendorf, as well as information describing the product, shall not be deemed to be guarantees for a particular quality of the goods. Guarantees of quality must be expressly agreed in writing.

9.6. Claims for defects shall not exist in the case of conditions or damage arising after the transfer of risk as a result of normal wear and tear and improper or unsuitable use. This shall apply in particular if the delivered goods are improperly handled, stored or set up, are not operated or maintained in accordance with the operating instructions or if spare, disposable or consumable materials other than those recommended by Eppendorf are used.

9.7. Eppendorf shall be entitled, at its own discretion, to subsequent performance by remedying the defect (subsequent improvement) or by delivering a defect-free item (replacement delivery). In the event of subsequent performance, Eppendorf shall be obliged to bear all expenses necessary for the purpose of remedying the defect, in particular transport, travel, labour and material costs.

9.8. If the supplementary performance fails, the customer may, at its option, rescind the contract or demand a price reduction in accordance with the statutory provisions. The customer's right to demand compensation for damages or reimbursement of futile expenses in accordance with the provisions of Clause 10 (Liability) shall remain unaffected by this.

10. Liability

10.1. According to the statutory provisions, 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 German Product Liability Act.

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 further liability for damages than provided for in this Clause 10 (Liability) is excluded - regardless of the legal nature of the asserted claim. This applies in particular to claims for damages arising from culpa in contrahendo, from other breaches of duty or from tortious claims for compensation for property damage pursuant to Section 823 BGB.

10.4. The limitations of liability resulting from this Clause 10 (Liability) 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. Statute of Limitation

11.1 The limitation period for the customer's rights due to material defects and defects of title shall be twelve (12) months from the delivery of the goods. This shall not apply in the case of intentional or grossly negligent breach of duty (Clause 10.1(a) above), for damages resulting from injury to life, body or health (Clause 10.1(b) above), in the case of fraudulent concealment of a defect and/or in the case of mandatory statutory liability (Clause 10.1(e) above); in these cases the respective statutory limitation period shall apply. Other special statutory provisions on the limitation period (in particular Section 438 para. 1 no. 1, para. 3, Section 444, as well as Section 478 para. 2 in conjunction with Section 445b BGB) shall also remain unaffected.

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 (Liability) remains unaffected.

12. Returns

Returns of goods that are not the subject of material defect claims require Eppendorf's prior consent. In the event of a return, Eppendorf shall charge 10 % of the value of the goods, but at least EUR 25,00 as a processing cost, unless Eppendorf has provided consent dependent on further services provided by the customer.

13. Export

13.1. Deliveries in cross-border traffic require a separate agreement so that the safety regulations for the respective countries can be complied with.

13.2. The export/transfer of goods from Germany may be subject to German, EU and/or US export control/export regulations. The customer shall be solely responsible for obtaining the relevant permits. The customer is responsible for compliance with all regulations up to the end consumer.

14. Force Majeure

14.1. 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.

14.2. If Eppendorf becomes aware of an event within the meaning of Clause 14.1, 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 withdraw from the contract. In this respect, the customer shall not be entitled to claim for damages.

15. Confidentiality

15.1. 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.

15.2. If one of the parties is obliged by a legal regulation or an official order to make confidential information of the other party available to a public body, it is entitled to do so.

15.3. The obligation of confidentiality according to this Clause 15 continues for five (5) years after the conclusion of the contract.

16. Services

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

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

16.2. 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.

16.3. 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.

17. Miscellaneous

17.1. Assignments as well as other transfers of rights and obligations of the customer outside the scope of application of Section 354a HGB (assignability of monetary claims) are excluded without the consent of Eppendorf.

17.2. Should at any time, any provision 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.

17.3. 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.

17.4. The place of performance for the customer's payment obligations is Hamburg, Germany. The place of performance for the delivery and any subsequent performance is Hamburg, Germany.

17.5. These GTCs and any agreements the parties enter into in relation to these GTCs shall be governed by the laws of Germany. The United Nations Convention on the International Sale of Goods (CISG) shall not apply.

17.6. The exclusive place of jurisdiction for all disputes arising from or in connection with the contractual relationship is Hamburg. Deviating mandatory statutory jurisdictions remain unaffected.

Status as of November 2023

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