

### § 1. General remarks, scope

- (1) Unless agreed otherwise in writing in the individual case, the following terms of business shall apply to all current and future business relations between ourselves and the purchaser.
- (2) We do not effect legal transactions with private consumers. Consequently, these General Terms of Business have no validity in respect of transactions with private end-users.
- (3) Even if known, any departing, conflicting or supplementary General Terms of Business shall not form part of the contract unless their validity is expressly agreed in writing.

### § 2. Conclusion of contract

- (1) Our quotations are always non-binding.
- (2) By ordering goods the customer makes a binding declaration that he wishes to acquire the goods ordered. We shall be entitled to accept the contract offer inherent in the order within two weeks of receipt by us by issuing a written order confirmation. The supply contract shall not exist until we have issued a written order confirmation or the order has been executed.
- (3) If the customer orders the goods electronically we will confirm receipt of the order without delay. The confirmation of receipt shall not form an order confirmation. The confirmation of receipt may be combined with the order confirmation.
- (4) The contract is concluded subject to the reservation that we are supplied correctly and punctually by our own suppliers. This shall only apply in the event that we are not responsible for the non-delivery.
- (5) The customer will be informed without delay if it is not possible to execute the order. Any payment will be reimbursed without delay.
- (6) If the customer orders the goods electronically the text of the contract will be stored by us and sent to the customer electronically (by e-mail) on request along with the present General Terms of Business.

### § 3. Delivery and payment

- (1) We will always endeavour to comply with the delivery dates and deadlines stated in the order confirmation. Nonetheless, details of delivery and performance dates are provided for guidance only and are non-binding on us, unless we have given an express assurance in writing that a delivery date is binding. If a binding assured delivery date is not met for reasons for which the customer is responsible, e.g., incomplete or non-punctual performance of his contractual obligations, in particular incomplete and non-punctual forwarding of all necessary approvals, documentation, samples and drawings, then the assertion against us of any claim for damages shall be excluded.
- (2) If the failure to meet the deadline is due to unforeseeable events for which we are not responsible, e.g., strike, measures by authorities, operating or transport disruption, fire or water damage, war, energy or raw materials shortage or force majeure, we shall be released from compliance with the delivery dates and prices.
- (3) Should we be in default of delivery for reasons for which we are responsible, the customer may only demand payment of damages instead of performance if he has set us a reasonable subsequent period in which to perform the service and this subsequent period has expired without result.
- (4) If performance or delivery is delayed or cancelled at the customer's request or for reasons for which the customer is responsible, we shall be entitled to claim any expenses that we have thereby incurred from the customer in damages and to charge the customer for costs incurred, e.g., storage charges, as appropriate.
- (5) The scope of supply shall be determined by our written order confirmation.
- (6) We reserve the right to make technical changes – in particular construction and design changes – based on improvements in technology or changed legislative requirements within the confines of what is reasonable, even after conclusion of the contract, provided that the fitness of the object supplied for the intended purpose is not thereby impaired. The same shall apply to changes in the scope of supply.
- (7) Partial deliveries shall be made only with the express consent of the customer; the higher carriage costs thereby incurred will be invoiced in addition.

### § 4. Packaging and shipping, transfer of risk

- (1) Packing and the choice of packaging materials shall be our responsibility. The choice of shipping method shall be at our discretion. If the customer wishes express carriage, however, he shall pay the additional costs thereby incurred.

- (2) Performance and delivery will be effected with the usual level of due care unless the customer has given very specific instructions when placing or confirming the order. We shall not be liable for damage arising therefrom.
- (3) Should supply include erection and assembly, the risk shall transfer to the customer at the time of acceptance.

### § 5. Prices and payment terms

- (1) The selling price quoted is for delivery ex works excluding statutory value-added tax in each case. Supply and invoicing shall be carried out at the list prices (plus value-added tax and carriage costs) and conditions effective on the shipping date.
- (2) Our prices are always calculated in euros, the price in euros being binding even if payment of the purchase price in a currency other than euros is agreed. Changes in the exchange rate with the euro which occur after the contract has been concluded relative to the exchange rate on the date the contract is concluded shall be for the purchaser's account.
- (3) The purchase price shall be payable immediately following issue of the invoice, within 30 days without deduction.
- (4) On expiry of 30 days from issue of the invoice the customer shall be in arrears. Whilst he is in arrears the customer shall pay interest on the debt at 8% above the interest base rate. We reserve the right to substantiate and claim greater damages for the arrears in individual cases.
- (5) The customer shall be entitled to offset ~~amounts~~ only if his counterclaims have been legally established or recognised by us.
- (6) Should we become aware following conclusion of the contract of circumstances which suggest that the customer may be unable to pay, we shall be entitled to refuse to supply the goods and to set the customer a reasonable period in which to pay the purchase price or provide adequate security. In this event supply of the goods purchased shall take place step by step with payment of the purchase price or provision of the security.
- (7) If the customer is in arrears with a payment or there are grounds to doubt his ability to pay, we shall be entitled to declare any deferred invoice amounts due immediately.
- (8) If payment of the purchase price in instalments has been agreed, we shall be entitled to declare the entire outstanding purchase price due immediately should the customer be in arrears with the payment of an instalment.

### § 6. Reservation of ownership

- (1) We reserve right of ownership of the goods sold until full settlement of all claims from a current business relationship.
- (2) The customer shall bear the risk for the goods supplied by us and shall be obliged to insure them adequately against fire, water and theft risks at replacement value.
- (3) The customer shall be obliged to inform us without delay of any access to the goods by third parties, for example in the event of attachment, and of any damage to or destruction of the goods. The customer shall notify us without delay of any change in ownership of the goods or any change in his own address. The customer shall be liable for the costs arising from any access by third parties to the goods.
- (4) In the event of breach of contract by the customer, in particular in the event of default on payment or infringement of one of the above obligations, we shall be entitled to withdraw from the contract and to demand return of the goods.

### § 7. Warranty

- (1) Our warranty for defects in the goods supplied by us shall initially provide for repair or replacement at our discretion.
- (2) If the remedial measures are unsuccessful the customer may at his discretion demand a reduction in payment (reduction) or annulment of the contract (recission). However, the customer shall have no right of recission in the event of minor infringement of contractual liabilities on our part, in particular in the case of defects which reduce the value of the object only insignificantly.
- (3) Obvious defects must be indicated to us in writing within a period of two weeks of receipt of the goods; otherwise, the assertion of any warranty claim shall be excluded. Dispatch within this period shall be sufficient to comply with the deadline. The customer shall bear the full burden of proof for all claim conditions, in

particular the defect itself, the date on which the defect was found and the punctuality of the complaint.

- (4) If the customer chooses recission from the contract following failure to remedy a defect he shall have no further claim to damages on account of the defect.
- (5) If the customer chooses compensation following failure of remedial work the goods shall remain with the customer if this is reasonable for him. The compensation shall be limited to the difference between the purchase price and the value of the defective object. This shall not apply if the breach of contract was caused maliciously by us.
- (6) The warranty period shall be one year from delivery of the goods. This shall not apply if the customer has not indicated the defect to us punctually (item 3 of this provision).
- (7) Only the product description shall be deemed agreed in respect of the nature of the goods, unless it has been expressly agreed between ourselves and the customer in writing that a certain nature of the goods is binding.
- (8) Our liability shall be limited to the legal warranty with the scope described above. We shall not provide the customer with warranties in the legal sense. Manufacturers' warranties in respect of the wearing parts used in our products shall be unaffected by this.
- (9) No warranty is given in respect of the deterioration of wearing parts which occurs as a result of the usual and proper use of our equipment.
- (10) Our equipment and products are intended solely for laboratory and research purposes. We shall not be liable for any damage arising from failure to observe the relevant accompanying assembly, operating, maintenance and inspection instructions. Neither shall we be liable should the customer carry out repairs, install other parts or make other technical changes to the equipment supplied by us without our consent. Neither shall we be liable for damage arising from the use of our equipment domestically or on humans or animals.
- (11) In the event of the sale of used equipment or used spare parts only the guarantees agreed in writing with authorised members of staff shall apply. There shall be no other warranty in respect of this equipment and these parts.
- (12) Assignment of compensation and warranty claims by the customer to third parties is impermissible.
- (13) We shall be liable for consequential damage of defects only in cases of grossly negligent or wilful breach of our contractual liabilities.
- (14) The advice given by us in respect of applied technology is given to the best of our knowledge. However, we shall be liable for any resulting damage only in cases of grossly negligent or deliberately incorrect advice.

### § 8. Assembly

- (1) Depending on the equipment characteristics LI-COR Biosciences will decide on its own discretion if assembly of our equipment shall be carried out on the customer's site by our authorised technical staff.
- (2) In the event that assembly needs to be carried out by LI-COR's authorized technical staff and the customer refuses to do so, the customer shall ensure that the technical conditions specified by us (e.g., PC system requirements) are met and shall confirm this to us in writing on request. We accept no liability for damage arising from the fact that the necessary technical requirements are not provided by the customer. Any additional costs and expenses arising therefrom shall be for the customer's account.

### § 9. Miscellaneous, concluding provisions

- (1) The law of the Federal Republic of Germany shall apply to all legal relations with our customers. The provisions of the UN Convention on the Sale of Goods shall not apply.
- (2) Special agreements shall require our written consent. This shall also apply to any departure from the present terms of business.
- (3) The place of performance for the customer's payment and other obligations and the sole legal venue for all disputes arising from this contract shall be our place of business in each case. This shall also apply if the customer has no general legal venue in Germany or his domicile or usual place of residence is not known at the time the claim is brought.
- (4) Should individual provisions of the contract with the customer – including these General Terms of Business – be or become ineffective in full or in part, the effectiveness of the other provisions shall be unaffected. The fully or partly ineffective ruling shall be replaced by a ruling which comes as close as possible to the financial result of the ineffective provision.