

## General Terms and Conditions of Microsynth AG

As of August 2016

### 1 Scope

These terms and conditions are part of all offers and contracts which are closed with "Microsynth AG, Microsynth Austria GmbH or Seqlab GmbH" (hereinafter referred to collectively as "Microsynth"). Divergent agreements or conflicting terms and conditions of the buyer are only valid if they are confirmed by us in writing. This also applies to telephone orders or those orders that come about through transmission of samples. A contract subject to these Conditions is concluded by acceptance of an order by Microsynth. An order accorded to Microsynth is either accepted by Microsynth if a) Microsynth executes the order (in this case, a written confirmation by Microsynth is not required) or b) Microsynth accepted the order in writing. Orders may include products and / or services.

### 2 Contract Award

Orders are considered accepted after written order confirmation or by shipping the samples to Microsynth. Changes in the scope of the contract require written confirmation by us and are only possible as long as the order is not yet in production.

### 3 Prices and Payment Conditions

1. Unless the order confirmation does not state otherwise, our prices are "ex works". All additional costs and expenses (for example, those incurred by the contractor in connection with the contract, especially shipping costs) are borne by the customer. The statutory VAT is not included in our prices; It will be shown separately in the statutory amount on the day of invoicing on the invoice.

2. Invoices are transferred with the goods to the delivery address. Invoices are payable within 30 days' net, quoting our invoice number in the relevant currency (CHF, EUR, USD). Payments are valid only to the extent as we can freely dispose of the provided amount at a bank. In case of default, we reserve the right to charge default interest in the amount of 3% above the discount rate of the National Bank, at least however a fee of CHF / EUR / USD 20.00 is charged. Deductions or the retention of due invoice amounts are also in the case of complaints not permitted.

3. If at the customer's request an invoice must be re-issued, the contractor is entitled to an administrative fee of up to CHF / EUR / USD 20.00. This does not apply for corrections due to errors in the invoicing.

### 4 Delivery Terms

Delivery is as soon as possible. A partial delivery is permitted; each partial delivery is considered a separate business.

The risk passes over to the customer at the handover to the transport company. We cannot assume any liability for the delivery time of the transport company.

## **5 Warranty and Liability**

1. The use of our products. The use of our products is permitted only in research. The products are not approved for use in diagnostics or as a medicament. Our products are manufactured according to processes, for which we are licensed. The use of our products may touch rights of third parties. The resale of our products shall remain reserved.

2. Warranty. Defects must be notified in written form within 7 days after gaining knowledge of the defect. We reserve the right to rework or replace two times over. The right to complain expires in any case, three months after receipt of the goods. We are not liable for damage caused by improper or inappropriate use of our products. We are not liable for consequential damages, particularly not in an incorrect sequence, or modification of the property of a product, unless there is gross negligence.

3. Design of sequences. Sequences designed by us free of charge are regarded as our intellectual property and may not be used for commercial purposes (e.g. kits). Until publication they must not be disclosed to third parties and must not be ordered from other suppliers.

## **6 Limitation of Liability**

The contractor is liable only for damages caused by an intentional or grossly negligent breach of duty of its legal representatives or agents. The risk passes over to the customer at the handover to the transport company.

## **7 Confidentiality and Processing of Customer Data**

The buyer agrees that the data contained in the contractual relationship and our services are stored. We are committed to maintain strict silence about orders placed.

## **8 Applicable Law / Jurisdiction**

The appearance of these general terms and conditions, renders earlier general terms and conditions invalid. Through each order, the buyer recognizes all points of these terms and conditions. These as well as the contracts that are closed due to the present terms and conditions are subject to the relevant national legislations in which the Microsynth companies are located. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to the Contract.

For all disputes arising from the contractual relationship the place of jurisdiction is:

Balgach, Switzerland (for Microsynth AG)

Göttingen, Germany (for SeqLab GmbH)

Vienna, Austria (for Microsynth Austria GmbH)

Balgach, the 15/08/2016