
General Terms and Conditions of Sale and Delivery (GTC)

Zellmechanik Dresden GmbH -- Version 2.0 (2026)

1. Scope of Application

1. These General Terms and Conditions of Sale and Delivery ("GTC") apply to all contracts for deliveries and services of Zellmechanik Dresden GmbH ("ZELLMED") with entrepreneurs within the meaning of § 14 of the German Civil Code (BGB) ("Buyer").
 2. Deviating or supplementary terms and conditions of the Buyer shall only apply if ZELLMED has expressly agreed to them in writing.
 3. These GTC shall also apply to future transactions with the same Buyer, unless expressly agreed otherwise.
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2. Conclusion of Contract and Electronic Communication

1. Offers by ZELLMED are non-binding and subject to change, unless they are expressly designated as binding.
 2. The Buyer may place an order on the basis of an offer by ZELLMED. If the order corresponds to the offer, the contract is concluded upon receipt of the order by ZELLMED.
 3. If the Buyer's order deviates from the offer, a contract is only concluded when ZELLMED confirms the order or carries out the delivery.
 4. The content and scope of the delivery shall be determined by ZELLMED's offer, unless expressly agreed otherwise.
 5. Contractual declarations, orders and other communications may also be made in electronic form, in particular by e-mail.
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3. Prices and Payment Terms

1. Unless otherwise agreed, the prices of ZELLMED applicable at the time of delivery shall apply.
2. All prices are in euros plus the applicable statutory value added tax.
3. Invoices are due for payment within 30 days of the invoice date without deduction, unless otherwise agreed.

4. Invoices may also be transmitted in electronic form.
5. In the event of late payment, ZELLMED is entitled to charge default interest at the statutory rate.
6. The Buyer may only offset claims that are undisputed or have been established by a court of final instance.
7. Changes to ZELLMED's bank details will be communicated to the Buyer exclusively in writing or by means of a digitally signed notification. Notifications of changes to payment details by e-mail or other electronic means of communication are only binding if they have been expressly confirmed by ZELLMED. In case of doubt, the Buyer is obliged to verify any changes to payment details through known contact channels. ZELLMED shall not be liable for damages arising from payments made to other accounts based on fraudulent notifications.

4. Delivery and Transfer of Risk

1. Deliveries are made, unless otherwise agreed, **EXW Dresden (Incoterms® 2020)**.
2. Delivery dates are only binding if they have been expressly confirmed in writing by ZELLMED.
3. Partial deliveries are permitted to the extent that they are reasonable for the Buyer.
4. The risk of accidental loss or deterioration of the goods shall pass to the Buyer upon handover to the transport service provider.

5. Use of Products

1. Products of ZELLMED are intended exclusively for research purposes ("Research Use Only", "RUO").
2. The products may not be used for diagnostic, therapeutic or other medical applications.
3. The Buyer is responsible for compliance with all legal and regulatory requirements in connection with the use of the products.
4. The Buyer shall ensure that all persons working with the products are adequately trained.

6. Equipment, Installation and Training

1. Installation, commissioning or training are only owed if they are expressly listed in the offer, the order confirmation or another agreement between the parties.

2. The scope, location and timing of these services shall be determined by the respective offer or order confirmation.
3. The Buyer shall ensure that the necessary infrastructural requirements are met at the installation site, in particular suitable laboratory conditions, power supply and required safety measures.

7. IT Security and Remote Support

1. If ZELLMED products are integrated into the Buyer's IT systems, networks or laboratory infrastructures, the Buyer is responsible for the security, configuration and maintenance of these systems.
2. ZELLMED shall not be liable for damages caused by insecure or inadequately protected IT systems or networks of the Buyer.
3. Remote support or remote maintenance by ZELLMED shall only be carried out with the consent of the Buyer and following prior arrangement.

8. Consumables and Reagents

1. Consumables and reagents must be stored in accordance with the specified storage and handling conditions.
2. For products with a stated expiry date, the warranty only applies until that date has passed.
3. The warranty shall be void if products have been stored, used or transported improperly.

9. Duty of Inspection and Warranty

1. The Buyer shall inspect the goods immediately upon delivery.
2. Obvious defects must be reported in writing without delay.
3. Hidden defects must be communicated in writing without delay upon discovery.
4. In the case of justified defects, ZELLMED shall, at its own discretion, provide subsequent performance by means of:
 - Rectification, or
 - Replacement delivery.
5. If subsequent performance fails, the Buyer may reduce the purchase price or withdraw from the contract.

6. The limitation period for claims based on defects is 12 months from the transfer of risk. This does not apply to claims based on intent, gross negligence or injury to life, body or health.

10. Liability

1. ZELLMED shall be liable without limitation in cases of intent, gross negligence and injury to life, body or health.
2. In cases of simple negligence, ZELLMED shall only be liable for breach of essential contractual obligations (cardinal obligations).
3. In such cases, liability shall be limited to the foreseeable, typical contractual damage.
4. The maximum liability of ZELLMED shall – to the extent permitted by law – be limited to the order value of the respective delivery contract.
5. Liability under the German Product Liability Act (Produkthaftungsgesetz) remains unaffected.

11. Retention of Title

1. The delivered goods remain the property of ZELLMED until full payment of all current and future claims arising from the business relationship.
2. The Buyer is entitled to resell the goods in the ordinary course of business.
3. The Buyer hereby assigns all claims arising from the resale to ZELLMED.
4. ZELLMED accepts this assignment.

12. Export Control and Compliance

1. The delivered products may be subject to export control regulations of the European Union, Germany or the USA.
2. The Buyer undertakes to comply with all applicable export control regulations.
3. In particular, products may be subject to the EU Dual-Use Regulation (EU) 2021/821.
4. The Buyer may not deliver products to countries or persons subject to export restrictions.

13. Data Protection

1. ZELMED processes personal data exclusively in accordance with applicable data protection laws, in particular the General Data Protection Regulation (GDPR).
2. Further information on data processing is contained in ZELMED's privacy policy, which is available on ZELMED's website.

14. Intellectual Property

1. All rights to trademarks, software, designs and other intellectual property remain with ZELMED.
2. The Buyer only receives the usage rights required for the use of the products.

15. Force Majeure

1. Neither party shall be liable for delays or non-performance of obligations due to force majeure events.
2. These include in particular natural disasters, war, strikes, government measures or supply shortages beyond the control of the parties.

16. Final Provisions

1. The law of the Federal Republic of Germany shall apply, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).
2. The place of jurisdiction for all disputes arising from the business relationship shall be Dresden, provided the Buyer is a merchant (Kaufmann).
3. Should any provision of these GTC be invalid, the validity of the remaining provisions shall remain unaffected.

Zellmechanik Dresden GmbH