

General Terms and Conditions of Purchase

1. General/Introduction

- 1.1 Unless otherwise agreed in writing between Senckenberg Gesellschaft für Naturforschung, Frankfurt, Germany (hereinafter referred to as "SGN") and the contractor, these General Terms and Conditions of Purchase shall apply to all contracts for services to be concluded by SGN, including but not limited to contracts for services, purchase contracts and contracts for work as well as contracts for the delivery of movable items to be manufactured or produced.
- 1.2 Senckenberg Gesellschaft für Naturforschung is an association with legal personality pursuant to Section 22 of the German Civil Code (BGB), which was granted the rights of a legal entity by sovereign decree on 17 August 1867. SGN engages in scientific activities, i.e. it is not an entrepreneur within the meaning of Section 1 of the German Commercial Code (HGB). Therefore, the regulations of the German Commercial Code (HGB) do not apply to SGN.
- 1.3 These General Terms and Conditions of Purchase apply exclusively. Deviating, conflicting or supplementary general terms and conditions of the contractor are hereby excluded, unless they are expressly recognised in writing by SGN. This shall apply even if the contractor refers to his general terms and conditions in the offer or in the order confirmation.
- 1.4 The order number and the date of the letters of SGN shall be specified in all correspondence, including invoices.

2. Offer

- 2.1 The offers of a contractor shall at least be in text form or transmitted via electronic data exchange (e.g. EDI). "Text form" shall be understood to mean the transmission by fax, computer fax or e-mail. Offers shall be submitted free of charge and without any obligation for SGN.
- 2.2 The offer must comply with the specifications of the enquiry or the invitation to tender. In the event of a deviation, the contractor shall expressly draw attention to such. The contractor shall be bound to the offer for a period of three months, unless a different binding period is agreed or other statutory periods apply.
- 2.3 Orders of SGN shall be binding at the earliest when the respective order is placed or the respective contract is awarded.

3. Prices

The agreed prices shall be construed as fixed prices exclusive of VAT.

4. Execution Deadlines, Delays

- 4.1 The agreed deadlines and periods for the execution or delivery shall be binding.
- 4.2 The contractor shall without delay report any hindrances that prevent the due performance of the service or delivery, specifying the reasons. Unless agreed otherwise, the contractor shall bear the procurement risk for this performance.
- 4.3 After expiry of the agreed performance period, the contractor shall be in default without the need for a reminder. Unconditional acceptance of the late performance or delivery does not result in a waiver of compensation claims.

5. Forwarding of Orders to Third Parties

Without the consent of SGN, the contractor is not permitted to forward orders to third parties.

6. Shipments/Delivery

- 6.1 Shipments shall be accompanied by a delivery note. Unless expressly agreed otherwise, any setup work required for the performance shall be carried out by the contractor under his responsibility and at his expense.
- 6.2 Unless agreed otherwise, packaging material shall remain property of the contractor. This applies both to transport packaging and to sales packaging. The contractor shall take back the packaging material free of charge.
- 6.3 In all cases in which the subject matter, at the time of performance of the order, falls under the provisions of the applicable version of the German Hazardous Substances Ordinance (GefStoffV), the contractor shall also enclose the relevant safety data sheets in accordance with DIN 52900 with the shipment.
- 6.4 In the event of shipments from overseas, the contractor shall contact SGN early enough for the customs clearance and import proceedings. All expenses or damage incurred by SGN due to the absence or flaws of this information shall be borne by the contractor.

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7. Risk Transfer/Acceptance

7.1 Any delivery, if owed, will be deemed performed upon arrival at the point of delivery of the agreed place of performance. If no further services have been agreed (assembly, installation services etc.), the risk of accidental loss or accidental deterioration shall pass to SGN upon due handover of the goods at the point of delivery.

For work performances and other services that go beyond the mere delivery, the risk transfer shall take place through acceptance by SGN pursuant to Section 640 of the German Civil Code (BGB).

7.2 Down payments on the purchase price represent neither an acceptance nor an acknowledgement of flawlessness of the performance. If a trial run is required, the acceptance shall be pronounced by means of a joint acceptance report after a faultless trial run. If a down payment is made, the contractor shall send his proper invoice.

8. Invoice and Payment

8.1 Invoice recipient: Senckenberg Gesellschaft für Naturforschung. The invoice shall be sent to sgn-invoice@senckenberg.de in PDF format.

8.2 As a matter of principle, payments shall be made

- within 14 days less 2 percent cash discount or
- within 30 days without any deductions

by remittance.

The periods shall commence upon receipt of the invoice or, if the goods arrive after the invoice, upon receipt of the goods, but not before the agreed date of delivery of the goods.

8.3 In the event of faulty delivery, SGN may withhold the payment until the due performance and without losing any rebates, cash discounts and similar payment reductions.

9. Liability for Defects in Quality and Title

Unless expressly agreed otherwise, the liability for defects shall be governed by the statutory regulations. SGN may assign claims from the liability for defects.

10. Compliance with Standards and Property Rights

The contractor shall ensure that no third-party property rights are infringed in the course of the performance of the contract and in the course of the delivery or use of the delivered item or service. In this respect, the contractor shall be liable for any infringements and shall indemnify SGN against any and all claims and bear all costs and expenses in connection with such claims.

11. Mentioning as Reference and Use of Brands/Logos/Advertising

The contractor may only mention the name SGN as a reference for commercial purposes, e.g. in advertising material or in the context of a public tender process, with the express consent of SGN.

12. Termination and Rescission

12.1 SGN's right to termination for good cause is not limited.

12.2 Apart from statutory good cause, SGN shall have the right to termination for good cause especially if

- the contractor enters into insolvency proceedings after filing a petition pursuant to Sections 13 et seq. of the German Insolvency Regulation (InsO);
- the contractor is in the process of liquidation;
- the contractor is to be regarded as unreliable due to demonstrably serious misconduct, e.g. acts within the meaning of Section 333 of the German Criminal Code (StGB) (granting benefits), Section 334 of the German Criminal Code (StGB) (giving bribes), Section 264 of the German Criminal Code (StGB) (subsidy fraud) or similar acts not compatible with correct business practices;
- the contractor intentionally made untrue declarations with regard to the reliability, expertise and performance in the tender process.
- the contractor's offer is based on agreements restricting competition within the meaning of Section 298 of the German Penal Code (StGB).

12.3 Other statutory rights of termination and rescission as well as claims of SGN due to breaches of obligations by the contractor remain unaffected.

13. Data Protection

Any and all processing of personal data by all parties involved shall (if at all) take place in compliance with applicable data protection laws. Before processing any data, the parties shall conclude all required agreements to ensure compliance with statutory requirements.

14. Severability

Invalidity of any provision of these General Terms and Conditions of Purchase shall not affect the validity of the other provisions. Should any regulation prove to be invalid or unenforceable, it shall be replaced with a new provision whose legal and economic effect comes as close as possible to that of the invalid or unenforceable regulation.

15. Miscellaneous

The contract shall be governed exclusively by the laws of the Federal Republic of Germany. The UN Convention on Contracts for the International Sale of Goods (CISG) shall not apply. The courts of Frankfurt am Main, Germany, shall have jurisdiction. The location mentioned in SGN's order shall be the place of performance. If no place of performance is determined, the place of performance shall be Frankfurt am Main, Germany.