

General Terms and Conditions

§ 1 Scope, General Provisions

- (1) The following General Terms and Conditions in their current version at the time of ordering shall exclusively apply to the business relationship between Allvater Biosolutions GmbH, Am Neuland 9a, 82347 Bernried (hereinafter referred to as the "Provider") and the customer (hereinafter referred to as the "Customer").**
- (2) Deviating general terms and conditions of the customer shall not be recognized unless the provider expressly agrees to their validity in writing.**
- (3) Offers made by the provider are subject to change until acceptance.**
- (4) The customer assures to be a business entity. The customer is a consumer within the meaning of § 13 BGB (German Civil Code) to the extent that the purpose of the ordered deliveries and services cannot predominantly be attributed to their commercial or self-employed professional activity. In contrast, a business entity according to § 14 BGB is any natural or legal person or legally capable partnership acting in the exercise of their commercial or self-employed professional activity.**

§ 2 Conclusion of Contract

- (1) The contract is concluded when the customer accepts the offer of the provider. Acceptance can be made in writing, orally, or electronically. By concluding the contract, the customer accepts the provider's terms and conditions.**
- (2) The customer shall ensure that emails sent by the provider can be delivered. In particular, attention must be paid to typographical errors in the email address provided during ordering, and the spam folder of the email inbox should be regularly checked within the timeframe of ordering.**
- (3) The customer's right to cancel the order is excluded. However, the parties reserve the right to negotiate cancellation terms after the contract has been concluded.**

§ 3 Delivery, Availability of Goods

- (1) Delivery times specified by the provider are calculated from the time of order confirmation, subject to prior payment of the purchase price.**
- (2) If no copies of the product selected by the customer are available at the time of ordering, the provider shall inform the customer of this immediately. If the product is permanently unavailable, the parties may withdraw from the contract.**

(3) The provider is not responsible for delivery delays caused by force majeure or due to the customer's fault. In the event of delays in the provider's supply chain, agreed delivery dates shall be extended accordingly. In these cases, the customer has no claim for damages.

§ 4 Retention of Title

(1) Until full payment has been made, the delivered goods remain the property of the provider.

(2) The provider reserves ownership of the delivered goods against entrepreneurs until all claims from an ongoing business relationship have been settled in full.

(3) The customer is authorized to resell the reserved goods in the ordinary course of business if they are a business entity and have obtained written consent from the provider. The customer assigns all resulting claims against third parties to the provider in advance up to the full invoice amount. The processing of the goods does not affect the effectiveness of the assignment. However, the customer remains authorized to collect the claims even after the assignment, without prejudice to the provider's authority to collect the claims. The provider shall refrain from collecting the claims as long as no application for the opening of insolvency proceedings has been filed, and/or the customer fulfills its payment obligations to the provider without deductions, and/or is not in default of payment.

§ 5 Confidentiality

(1) "Confidential Information" includes all information, files, and documents concerning the respective other party's operations that come to the attention of the other party.

(2) Both parties undertake to maintain confidentiality regarding confidential information concerning the respective other party and to use it only for the purpose of fulfilling this contract and the purpose pursued therewith.

(3) Both parties undertake to impose the obligation of confidentiality on all employees and/or third parties who have access to the aforementioned operations.

(4) The confidentiality obligation under paragraph 2 does not apply to information that:

a) was already known to the other party at the time of conclusion of the contract,

b) was already publicly available at the time of disclosure by the customer without this resulting from a breach of confidentiality by the respective other party,

c) has been expressly released for disclosure in writing by the respective other party,

d) the respective other party has lawfully and without any confidentiality restrictions obtained from other sources, provided that the disclosure and use of this confidential information do not violate contractual agreements, statutory provisions, or official orders,

e) the respective other party has developed itself without access to the customer's confidential information,

f) must be disclosed due to statutory information, notification, and/or publication obligations or official orders.

(5) Confidentiality also does not apply to reference naming according to § 7 of the General Terms and Conditions.

§ 6 Prices and Shipping Costs

(1) All prices stated in offers by the provider are exclusive of the applicable statutory value-added tax, unless otherwise stated.

(2) The corresponding shipping or freight costs will be specified to the customer and shall be borne by the customer. If a re-delivery becomes necessary, for which the provider is not responsible, these costs shall be borne by the customer.

(3) The customer bears the risk of shipment.

(4) In the event of a significant increase in the price of one or more raw materials necessary for the delivery of the ordered products, the provider is entitled to withdraw from the contract if the parties fail to agree on a new purchase price. If the contract is terminated for this reason, the customer cannot assert any claims for damages against the provider in this regard. However, the customer is entitled to prove that the price increase was not significant.

§ 7 Payment Terms

(1) The customer may make payment by bank transfer. If payment is made by direct debit mandate, the following shall apply:

Payment by direct debit requires the issuance of a direct debit mandate. By issuing the mandate, the customer authorizes the provider to debit the due amount from the account.

The provider shall not cover any charges for failed direct debits. The provider may refuse or terminate the use of the software until full payment has been received. In the event of termination of use by the customer, no refund of the fees already paid shall be made.

(2) The customer may change the payment method stored in their user account at any time.

(3) Payment of the purchase price is due immediately upon conclusion of the contract, unless otherwise stated on the invoice. If the payment deadline is determined by the calendar, the customer is in default upon expiry of the deadline. In this case, the customer shall pay default interest to the provider at a rate of 9 percentage points above the base rate for the year.

(4) The customer's obligation to pay default interest does not preclude the assertion of further damages caused by default by the provider.

(5) The customer is only entitled to set-off against the provider if their counterclaims have been finally determined, are undisputed, or have been acknowledged by the provider. The customer may only exercise a right of retention insofar as the counterclaim is based on the same contractual relationship.

(6) The provider reserves the right to withdraw from the contract if the customer has not paid the agreed purchase price to the provider in full within 14 days of receiving the invoice.

§ 8 Warranty for Defects, Guarantee

(1) The warranty period for items delivered by the provider is 12 months.

(2) If the customer is a business entity, any defects

must be reported to the provider immediately, but no later than within two weeks after delivery, in writing to preserve the customer's warranty claims. The defective items must be kept available for inspection by the provider in the condition they were in at the time the defect was discovered.

(3) Insignificant, reasonable deviations in dimensions and designs, especially in subsequent orders, do not entitle to complaints, unless strict compliance has been expressly agreed. Product images may differ from the appearance of the delivered products. In particular, renewals in the manufacturer's product range may lead to changes in the appearance and equipment of the products. Warranty claims do not exist if the changes are reasonable for the customer.

(4) An additional guarantee exists for goods delivered by the provider only if it has been expressly given in the offer for the respective item.

§ 9 Liability

(1) Claims by the customer for damages are excluded. This does not apply to claims for damages by the customer resulting from injury to life, limb, health, or from the violation of essential contractual obligations (cardinal obligations) as well as liability for other damages resulting from an intentional or grossly negligent breach of duty by the provider, its legal representatives or vicarious agents. Essential contractual obligations are those whose fulfillment is necessary to achieve the objective of the contract.

(2) In the event of a breach of essential contractual obligations, the provider shall only be liable for the typically foreseeable damage if it was caused by simple negligence, unless it concerns claims for damages by the customer resulting from injury to life, limb, or health.

(3) Liability for lost profits is excluded. Liability is limited to the order value.

(4) The aforementioned limitations also apply in favor of the provider's legal representatives and vicarious agents if claims are asserted directly against them.

§ 10 Data Protection

(1) The customer agrees to the storage of personal data within the scope of the business relationship with the provider, in compliance with data protection laws, in particular the BDSG (German Federal Data Protection Act) and the GDPR (General Data Protection Regulation). Data will not be disclosed to third parties unless necessary for the performance of the contract or with consent.

(2) If the customer transmits data from third parties (e.g., employees), they assure that they have obtained consent from the third party and indemnify the provider from any claims in this regard.

(3) The rights of the customer or the data subject resulting from data processing are derived in particular from the following provisions of the GDPR:

- Article 7 (3) - Right to withdraw consent to data processing**
- Article 15 - Right of access by the data subject, right to confirmation and provision of a copy of personal data**
- Article 16 - Right to rectification**
- Article 17 - Right to erasure ("right to be forgotten")**
- Article 18 - Right to restriction of processing**
- Article 20 - Right to data portability**
- Article 21 - Right to object**
- Article 22 - Right not to be subject to automated decision-making, including profiling**
- Article 77 - Right to lodge a complaint with a supervisory authority**

(4) To exercise these rights, the customer or the data subject is requested to contact the provider by email or to lodge a complaint with the competent supervisory authority.

(5) The provider assures to have taken appropriate technical and organizational measures to ensure the security of personal data and to reduce the risk to the data subjects.

§ 11 References

The provider is entitled to list the customer on its website or in social media appearances free of charge as a reference. In this regard, the provider may also incorporate the customer's logos. A deviating agreement requires written form.

§ 12 Obligations to Cooperate

(1) The customer shall cooperate to the extent reasonable within the scope of their capabilities to enable the provider to perform the delivery in full and as agreed.

(2) The customer must follow any instructions regarding the products, if available.

(3) The customer is responsible for complying with legal regulations regarding the handling of the products.

(4) The customer assures that the products will not be used for purposes that violate legal provisions.

§ 13 Changes to the Terms and Conditions

(1) The provider may change the terms and conditions with effect for the future. The customer has the right to object within 30 days of notification of the change.

(2) In the event of objection by the customer, the provider is entitled to terminate the contract with immediate effect or to continue the contract under the old conditions.

§ 14 Final Provisions

(1) Contracts between the provider and the customer shall be governed by the law of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods. The legal provisions on the restriction of the choice of law and the applicability of mandatory provisions, in particular of the state in which the customer has their habitual residence as a consumer, remain unaffected.

(2) If the customer is a merchant, a legal entity under public law, or a special fund under public law, the place of jurisdiction for all disputes arising from contractual relationships between the customer and the provider shall be the registered office of the provider in Bernried (Bavaria).

§ 15 Severability Clause

The contract shall remain binding even if individual provisions are legally ineffective in their other parts. In place of ineffective provisions, to the extent available, the statutory provisions shall apply. However, if this would constitute an undue hardship for one of the parties to the contract, the contract as a whole shall be ineffective.