

**General Terms and Conditions of Business of Certagen GmbH**  
**Certagen GmbH, Marie-Curie-Str. 1, 53359 Rheinbach**  
**- hereinafter referred to as Certagen -**

**Version: 1<sup>st</sup> April 2017**

**1. Area of application**

- 1.1 These General Terms and Conditions of Business (hereinafter referred to as AGB) apply to all deliveries and services provided by Certagen. They also apply to consultation services and amendment or supplementary orders, insofar as no special agreements have been made in this regard. These AGB are regarded as accepted on placement of an order with Certagen. They shall apply also to all future business relationships, even if their validity is not expressly indicated repeatedly.

**2. Collision clause**

- 2.1 Exclusively these Terms and Conditions of Business shall apply. General Terms and Conditions of Business of the Client shall only apply to the extent that Certagen has expressly agreed to.

**3. Reserve of amendments**

- 3.1 Certagen reserves the right to change these General Terms and Conditions of Business at any time. They shall be a component of current orders as well, insofar as the client, having been informed of the changes, does not oppose these within a deadline of a month of being informed thereof.

**4 Object of the contract/contract types**

- 4.1 Certagen offers various services in the area of DNA-analysis and gene diagnostics.  
4.2 Information of the details and range of our services can be downloaded from our website at: <http://www.certagen.de>, as well as on the telephone: +49-2226-871600. If requested we are also happy to send you our written information material and our current price list free of charge.

**5. Contract conclusion**

- 5.1 An order is made if a written and signed order, including the necessary samples listed therein is received by Certagen and Certagen accepts the order. Acceptance of the order can come about by written declaration or by sending the contractually agreed research results. If the order is not expressly opposed within 7 working days of receipt by Certagen the order is assumed to be accepted.  
5.2 If the Client makes subsequent amendments and supplements to the order this shall represent a new order, which shall be invoiced separately to the Client.  
5.3 Amendments, side agreements and supplements to an order concluded in writing can be made without adhering to the written form, if Certagen expressly agrees.

**6. Revocation policy**

- 6.1 Revocation right.  
You have the right to revoke the respective contract within 14 days without stating reasons. The period begins upon receipt of this instruction in written form, but neither before the conclusion of the contract nor before the fulfilment of our information obligations pursuant to Article 246 § 2 in conjunction with § 1 Section 1 and 2 of the Introductory Act to the German Civil Code (EGBGB). The revocation period shall be 14 days from the date of conclusion of the contract. To exercise your right of revocation, you must contact us at

Certagen GmbH, Marie-Curie-Str.1, 53359 Rheinbach, Germany  
Phone: 02226-871600, Fax: 02226-871604, E-mail: [info@certagen.de](mailto:info@certagen.de)

by means of a distinct statement (for example, a letter sent by mail, a fax or an e-mail) in order to inform us about your decision to revoke this contract. You can use the enclosed sample revocation form, but this is not required.  
In order to maintain the revocation period, it is sufficient that you send the notification of the exercise of the right of revocation before the end of the revocation period.

**6.2 Revocation consequences**

If you revoke this contract, we will refund you all the payments we have received from you, including the delivery costs (except for the additional costs resulting from the fact that you have chosen a different type of delivery than the most favourable standard delivery offered by us), immediately and the latest within a period of fourteen days from the date on which the notice of revocation of this contract has been received by us. For such repayment, we use the same means of payment that you have used in the original transaction unless we have expressly agreed otherwise. In no case, you will be charged for this repayment.

- 6.3 Certagen processes the test orders submitted in your interest as soon as possible after the receipt of order. In the case of revocation, a reasonable amount shall be paid which corresponds to the proportion of the services already provided up to the time at which you have informed us about the exercise of the right of revocation with respect to this contract, compared to the total scope of the services intended in the contract:

If the order is revoked before order and samples arrive, the revocation is, of course, free of charge, as long as no special materials have already been procured or other cost-entailed preparations have been made.

If the order is revoked after processing has already been started, then Certagen is to be compensated with an amount commensurate with the processing stage, but at least 50% of the contractually agreed price.

**7. Prices/payments/retention of proprietary rights**

- 7.1 The current valid prices shall apply on conclusion of the order.  
7.2 The costs are due and payable in advance or after receipt of the invoice without deduction. All bank charges (for example cheque fees, costs for overseas transfers) are for the account of the invoice recipient. The legal conditions shall apply to payment default.  
7.3 In special cases Certagen reserves the right to demand pre-payments or provision of securities and to refuse fulfilment of the agreed service until receipt of the pre-payment or provision of securities. If the pre-payment or provision of securities is not produced within an appropriate dealing determined by Certagen, Certagen is entitled to withdraw from the order and/or to demand damage compensation for non-fulfilment.  
7.4 The Client is only entitled to apply set-offs and retention with counter-claims if these are undisputed or legally determined.  
7.5 Certagen retains ownership of all the analysis report, research results and/or products delivered until complete fulfilment of all the already incurred payment claims against the Client from the time of the delivery.

**8. Delivery of samples/safekeeping of samples/destruction of samples**

- 8.1 The costs and risks of the delivery of the necessary samples shall be borne by the Client.  
8.2 The Client is obliged to inform Certagen of all risks and handling instructions known to him, in the event of his delivering samples or specimens with dangerous contents. He shall ensure that all samples and specimens are in a stable condition and that no danger emanates from them. The Client is liable for all damages, events of harm and illness, which Certagen or one of its employees suffers as a result of a breach of the aforementioned obligation. Furthermore, the Client shall insure that the samples are packed in an orderly manner.  
8.3 Insofar as not expressly agreed in the contract or in a separate agreement, sent samples shall be stored for as long as their properties on being stored according to the state of the art permit, but for a maximum of three months, or if a longer storage is legally prescribed, pursuant to the legal regulation.

- 8.4 Following the storage term pursuant to 8.3 the samples shall be destroyed at the expense of the Client, this applies in particular if a special type of disposal is required on grounds of legal regulations.
- 8.5 Return of the sample to the Client is by special request only within the storage term and at the expense of the Client. The return shall further take place on condition of the retention of the sample volume necessary for at least one research activity as a reference sample.

#### **9. Delivery / delivery times**

- 9.1 The binding test and research results shall be sent to the Client by post.
- 9.2 If the client expressly desires, the result can also be transmitted in advance by fax, email or telephone information.
- 9.3 On the express wish of the Client the test and research results can also be sent to third parties (up to two additional addressees). Transmission by email or fax is free of charge hereby, if there are more than two addressees or transmission is by post the costs are for the account of the Client.
- 9.4 Dates and deadlines for services provided by Certagen are only binding if written confirmation has been received from Certagen.
- 9.5 Adherence to these terms depends on the orderly fulfilment of the Client's cooperation obligations. This concerns in particular the provision of suitable sample material and their labelling.
- 9.6 Acts of forces majeure, strikes, lockouts, official orders, general energy and other supply disruptions, disruptions among transport companies and other operation disruptions within Certagen, which Certagen is not answerable for, as well as the consequences of such events, exempt Certagen for the duration of the disruption and to the extent of the impairment on the service obligation. Such events entitle Certagen to provide the service under exclusion of liability for compensation obligations, to wholly or partly withdraw from the contract or to perform the services after removal of the disruption.
- 9.7 The condition of a successful analysis is the receipt of suitable sample materials. If faulty or unsuitable sample materials are sent no analysis can be carried out or, if Certagen remains unaware of the defect, an analysis shall not yield results.
- 9.8 Whether a sample can be analysed or not, the agreed remuneration must be paid by the Client all the same, insofar as the defect in the test material is based on grounds that Certagen is not responsible for.

#### **10. Subsequent performance in the event of service defects**

- 10.1 Certagen works and provided its services according to the technology regulations in force at the time of the order and with the usual care of a business in this sector. Certagen is liable for the existence of a defect, and will replace this, if technically possible, by a repetition of the work or service free of charge.
- 10.2 The Client only has the right to a discount or withdrawal from the contract if the repeated work pursuant to 8.1 fails or is not possible for other reasons.
- 10.3 The claim on repetition of the work must be made in writing by the Client immediately upon determination of the defect.

#### **11. Liability limitation**

- 11.1 Certagen is liable in cases of malicious intent or gross negligence by it or one of its representatives or vicarious aides, as well as in the case of culpable injury to life, body or health pursuant to the legal regulations. Otherwise Certagen is liable under the product liability law only on grounds of a culpable violation of significant contractual obligations of if Certagen has fraudulently concealed a defect or has made a guarantee for the item of delivery. The claim for damages for the culpable violation of significant contract regulations is limited to the contract-typical foreseeable damage, insofar as no other of the cases listed in S.2 are in place.
- 11.2 The regulations in 11.1 apply to all damage compensation claims (in particular to damage compensation besides service and damage compensation instead of service), and indeed regardless of legal grounds, in particular grounds of defects, the culpable violation of obligations or improper handling. They apply also to the claim for compensation of fruitless expenses. Liability for delays, however, is determined pursuant to 11.4 of these regulations.
- 11.3 A change to the burden of proof to the disadvantage of the buyer has no connection with the aforementioned regulations.
- 11.4 Certagen is liable for a delay in the service in cases of malicious intent or gross negligence or the gross negligence of Certagen or one of its representatives or vicarious aides, as well as for culpable injury to life, body or health pursuant to the legal regulations. In other cases of delay the liability of Certagen for damage compensation besides service shall be limited to 100% of the value and for damage compensation in place of service to 100% of the value (including the repayment of fruitless expenses) of the delivery. Further claims of the Client – even after expiry of a deadline set for Certagen to provide the service – are excluded. The limitations shall not apply to culpable violation of significant contractual regulations. The claim for damages for the culpable violation of significant contract regulations is limited to the contract-typical foreseeable damage, insofar as no other of the cases listed in S.1 are in place. The right of the Client to withdraw from the contract remains unaffected. A change to the burden of proof to the disadvantage of the Client has not connection with the aforementioned regulations.

#### **12. Protection of the result of the work/publications**

- 12.1 Certagen reserves the proprietary right for its services, insofar as these are suitable. The client may only use the test results with all tables, calculations and other detail for the purpose for which they are intended in the framework of this contract according to the agreement.
- 12.2 The publication and copying of test results, testimonials and findings by Certagen for advertising and other business purposes, also using extracts, require the prior written consent of the Certagen Management Board. The same shall apply to use of the name of Certagen in connection with the preparation of test results, of testimonials and of findings towards the public and/or third parties.
- 12.3 Certagen reserves the right to use the knowledge, experience and information obtained out of the tests ordered, as well as parts of the sample material, for the purpose of process optimisation, process development and scientific evaluation provided that the anonymity of the client is maintained.

#### **13. Processing of Client's personal information**

- 13.1 Certagen is entitled to store and process personal or financial information from the Client, regardless of whether presented by the Client or by third parties, under adherence to the data protection law.

#### **12. Choice of law**

- 12.1 German law shall apply to the legal relationship of the parties.

#### **13. Place of fulfilment**

- 13.1 Insofar as both parties have not expressly agreed otherwise the headquarters of Certagen is the place of fulfilment for both contract parties.

#### **14. Place of jurisdiction**

- 14.1 The sole place of jurisdiction, if the client is a businessman, for all disputes arising from this contractual relationship is the headquarters of Certagen in Rheinbach.

## **Sample revocation form**

*(If you want to revoke the contract, please fill this form and send it back to us)*

- *To: Certagen GmbH, Marie-Curie-Str. 1, 53359 Rheinbach, Phone: 02226-871600, Fax: 02226-871604, [info@certagen.de](mailto:info@certagen.de)*
  
- *Hereby, I/we (\*) revoke the contract concluded by me/us concerning the provision of the following service*
  
- *Ordered on (\*)/received on (\*)*
  
- *Name of the consumers(s)*
  
- *Address of the consumers(s)*
  
- *Signature of the consumer(s) (only in the case of notification on paper)*
  
- *Date*

*(\*) Delete as applicable.*