

## Standard Terms of Purchase of Curetis AG

### **§1. Application, Offers, Written Form**

1. The following Standard Terms of Purchase of Curetis AG shall apply exclusively to all goods and/or services purchased or acquired from the supplier by or on behalf of Curetis AG, Holzgerlingen, Germany (hereinafter Curetis). Contrary or deviating terms of the supplier are not recognized as binding unless Curetis expressly consents thereto in writing. Curetis' Standard Terms of Purchase shall also apply if Curetis accepts the delivery unconditionally in the knowledge of contrary or deviating terms of the supplier.
2. Unless otherwise agreed for certain orders these Standard Terms of Purchase shall have subordinate and supplementary application.
3. The supplier shall accept Curetis' order within a period of one week after receipt of the respective order.
4. Oral agreements must be confirmed in writing.

### **§2. Prices, Terms of Payment**

1. All prices stated in the order are binding. Unless otherwise agreed in writing, the price includes free delivery, including packaging. Curetis has the right but not the obligation to return the packaging to the supplier. In the event of return the supplier has the duty to dispose of the packaging.
2. Unless otherwise agreed in writing, statutory value added tax (VAT) is included in the price stated in the order. VAT shall be stated separately in the invoice in full compliance with applicable VAT rules for the issuance of correct invoices (e.g. §14 UStG in Germany).
3. Curetis can only process invoices if invoices state the respective purchase-order number. The supplier is solely liable for all consequences arising from non-compliance with this obligation unless the supplier can demonstrate that supplier is not responsible for these consequences.
4. Unless otherwise agreed in writing, payments shall be made by bank transfer, subject to a 3 % discount within 10 days of delivery, acceptance, and receipt of the invoice, or without discount within 30 days thereof.
5. Curetis reserves the right to offset and withhold any payments as permitted by law.

### **§3. Period of Delivery, Force Majeure**

1. The delivery time stated in the order is binding.
2. The supplier has the obligation to inform Curetis in writing without any delay if circumstances arise or become apparent to the supplier indicating that the agreed delivery time cannot be met.
3. Where the supplier is late in delivery, Curetis is entitled to claim all damages permitted by law. In particular, Curetis has the right to claim damages after expiry of a reasonable grace period to no avail. In case Curetis claims damages, the supplier shall be entitled to prove that supplier is not responsible for such delay. Further claims by Curetis remain unaffected.
4. In the event of delivery earlier than agreed, Curetis reserves the right to return the delivery at the expense of the supplier, unless the supplier has informed Curetis about such early delivery without undue delay. If in the event of an unannounced early

delivery no return is made, Curetis may store the products until the delivery date at the cost and risk of the supplier.

5. Partial deliveries are subject to express prior agreement. Where partial shipments are agreed the outstanding delivery shall be indicated in the delivery note.
6. If due to a force majeure event (e.g. natural catastrophes, fire, lightning, war, riots, etc.) Curetis is not in able to accept the delivery for an extended period of time, Curetis shall have the right to withdraw, partly or wholly, from the respective order, provided that Curetis has informed the supplier immediately about such circumstances and return the respective products if required.

#### **§4. Transfer of Risk, Delivery**

1. Unless otherwise agreed in writing, delivery (in the case of deliveries not involving installation or assembly) shall be made to the delivery address as indicated in the respective order (DDP Incoterms 2010). Where deliveries involve installation or assembly and where on site work performances are provided, risk shall pass when the goods or work are accepted on site as agreed.
2. A delivery note shall be attached to all deliveries. Curetis must be provided with notice of shipment, at the latest on the day of shipment.
3. Purchase-order numbers must be indicated on all shipping documents and delivery notes. Any additional costs and delays in processing incurred by Curetis due to failure to observe the above provision shall be charged to and borne by the supplier.

#### **§5. Examination of Defects, Warranty**

1. The acceptance of the ordered goods is made subject to the reservation of later examination as to completeness, correctness, and absence of defects. The provisions of §§ 377 German Commercial Code are excluded as far as no obvious defect exists. Any quality control agreement concluded between Curetis and the supplier shall have priority. If defects arise in a partial shipment, which justify the assumption that further deliveries are also defective, Curetis may reject the acceptance of further deliveries.
2. Curetis is entitled to claim any and all damages due to defects permitted by law without any restriction. In the event of any defect Curetis has at its choice the option of subsequent performance by remedying the defect or replacing the defective delivery by the supplier; § 439 (3) sentence 1 German Civil Code shall remain applicable. If the supplier is in default with the subsequent performance or due to the urgency of the situation a notice to the supplier regarding the defect and the potential damages and the determination of a curing period for the supplier is no longer possible, Curetis itself has the right to make subsequent performance at the expense of the supplier; the restrictions of § 439 (3) German Civil Code shall remain applicable. In the event of the subsequent performance the supplier shall bear all expenses necessary for the removal of the defect or the replacement delivery. The right to claim damages is expressly reserved.
3. The warranty period is 24 months after acceptance of the delivery, unless an extended warranty period is provided by law or by mutual agreement. The expiry of this period is suspended through a written notice of defects.

## **§6. Product Liability**

If due to breach of public safety regulations or on the basis of national or international product liability regulations claims are made against Curetis due to defectiveness of Curetis' product which is based on supplier's goods, Curetis shall be entitled to indemnification of this claims from the supplier to the extent the cause falls within the suppliers sphere of influence and control and the supplier is liable towards a third party for such cause.

## **§7. Confidentiality, Guarantee of the Supplier**

1. If not required otherwise by mandatory law, the supplier agrees to keep strictly confidential all documents and information from or about Curetis or Curetis' customers in connection with the order and not to make them available to any third parties without Curetis' prior written consent. The supplier is obliged to extend this duty of confidentiality toward its employees, contractors or agents who are responsible for the processing of the order and who are bound by the same or comparable terms of confidentiality. This obligation also applies after completion of the agreement based on this Standard Terms of Purchase and expires if and to the extent the information and documents become known generally or to the supplier without breach of the law or this agreement. The above obligation applies in particular for business and trade secrets.
2. The supplier acknowledges that the goods delivered by supplier to Curetis could be used as components of Curetis' in vitro diagnostic products which will be distributed worldwide. The supplier warrants that supplier's goods are fit for such intended purpose.
3. The supplier shall be liable for any infringement of third party rights in connection with supplier's goods worldwide, including, but not limited to, property rights of third parties within the European Union or in the USA. If a third party makes claims against Curetis the supplier shall hold Curetis harmless of third party claims upon first written request, provided the supplier has negligently, gross negligently or willfully caused such breach. Curetis agrees to provide the supplier sufficient opportunity to fulfill its duty of indemnification. The duty of indemnification of the supplier also includes expenses arising out of or in connection with a third party claim. Additional claims shall remain unaffected. Curetis is not entitled to enter into any agreements with such third party without the prior consent of the supplier; in particular Curetis is not entitled to conclude any settlement agreements.

## **§8. General Provisions**

1. The supplier may only assign the obligations and rights to third parties upon prior written consent of Curetis.
2. The business relationship shall be governed by German law to the exclusion of the United Nations Convention of Sale of Goods (CSIG).
3. Place of jurisdiction for all disputes arising from and in connection with the business relationship is Stuttgart. Curetis has at all times the right to instigate legal proceedings at another place of jurisdiction, in particular at supplier's registered office.
4. Unless otherwise agreed the place of performance is Curetis' registered office.
5. Where one or several provisions of these Standard Terms of Purchase or of an agreement with the supplier are or become wholly or partially invalid, the validity of the remaining provisions is not impaired. The parties are obliged to replace the invalid provision by a valid provision that most closely meets the intent and purpose of the invalid provision. The same shall apply accordingly in the event of an omission.