

Terms and conditions

Terms of sale and delivery for sales within Germany

The following terms of sale and delivery apply to all sales and delivery transactions of MACHEREY-NAGEL GmbH & Co. KG. They become content of the individual purchase agreement. We recognize the ordering party's or buyer's terms and conditions that are contrary to or deviate from the terms of sale only if we expressly consent to their application in writing. All agreements made between us and the ordering party in connection with the performance of the contract must be committed to writing. Our silence is not considered agreement. All parts of our terms of sale and delivery are deemed recognized through the placement of an order. In the case of an ongoing business relationship, these terms of delivery and payment apply to each individual order even when they are not referred to.

1. Offer / acceptance / contract formation for orders in the web shop

Our offers are nonbinding in regard to price, quantity, delivery time and availability; the contract does not come into existence until written order confirmation. After placing an order in the web shop, you will receive an email confirming its arrival, which does not constitute acceptance of your offer to enter into a purchase agreement. Here, too, an order confirmation, usually via email, is required for entry into an agreement. Information in promotional material basically serves only to describe the article; in no event does this warrant or guarantee a property or quality.

Samples are nonbinding for the quality to be delivered; they indicate the general nature of the goods, but not their individual properties. Technically necessary or expedient modifications to the goods remain reserved. Slight deviations in execution and quality as well as tolerances in dimensions which are unavoidable during manufacture and processing give the purchaser no right to object to the goods. If an order is viewed as an offer, we can accept it within three weeks. Information given by employees over the phone or by email is fundamentally nonbinding so long as no confirmation has occurred in written form on company letterhead.

The offer of the web shop of MACHEREY-NAGEL is directed exclusively to entrepreneurs

(Section 14 of the German Civil Code – BGB), to legal entities under public law, public authorities and special funds under public law, but not to consumers (Section 13 BGB).

2. Prices

Unless otherwise stated, prices indicated in this price list are net prices in euros (EUR/€), plus applicable value-added tax shown separately in each case. The goods are billed at our applicable prices on the delivery date. If payment is agreed to be in a currency other than euros (EUR/€) (foreign currency), the seller reserves the right to reduce or increase its claim for the purchase price in foreign currency when invoicing in such a manner that the amount shown on the invoice corresponds to the equivalent value in euros that it accrued from the foreign currency liability at the time of entering into the agreement.

3. Processing fee / delivery / passage of risk

Unless otherwise agreed to in writing, our prices are ex works, exclusive of packaging. The cost of packaging is billed separately. The minimum order value for orders outside of the web shop is presently EUR 150.00 net, plus applicable statutory value-added tax. Unless otherwise agreed, we charge a processing fee of EUR 15.00, plus applicable statutory value-added tax, for orders below this value limit. The minimum order value for orders through the web shop is presently EUR 100.00 net, plus applicable statutory value-added tax. Unless otherwise agreed, we charge a processing fee of EUR 15.00, plus applicable statutory value-added tax, for orders below this value limit. Unless otherwise agreed, we charge an additional processing fee of EUR 30.00, plus applicable statutory value-added tax, for orders via fax. If the purchaser has an existing and exercised right to cancel or rescind the order, it shall bear

the cost of return shipment. If the goods are shipped to the purchaser at its request, the risk of accidental destruction or accidental deterioration of the goods passes to the ordering party upon shipment to the ordering party, not later than departure from the plant/warehouse. This applies regardless of whether or not the goods are shipped from the place of fulfilment.

Unless it is expressly stipulated by the purchaser, the choice of delivery method is left to us. If the ordering party stipulates the delivery method, it shall bear any additional costs incurred. The same applies to increases in freight rates which occur after entry into the contract, any additional costs for re-routing, storage costs, etc., unless carriage-free delivery is agreed to.

The goods are not returnable; statutory provisions are unaffected by this. In cases of order-specific production, up to 15 % excess and short quantities may be delivered and invoiced.

When the return of products induced by the purchaser is accepted for a reason other than guaranty/warranty, MN reserves the right to charge a return fee in each case, subject to successful incoming goods inspection. This can (a) amount to twenty percent of the invoice value for the expenses of transportation, merchandise control, packaging, warehousing, etc. or (b) be the amount that a supplier charges MN because the returned products are not catalogue goods or (c) be the economic loss that MN sustains based on the unsalability of the goods because this was order-specific OEM production.

4. Delivery date / force majeure

We strive to adhere to the delivery date we specify. The date of delivery is considered the day on which the goods leave the plant or a warehouse and, if this date is not ascertainable, the day on which they are made available to the purchaser. In case of measures in the course of labour disputes – particularly strikes and lockouts – and upon the occurrence of unforeseen obstacles beyond our control (such as raw materials shortages, force majeure), the delivery period shall be extended commensurately or either party is entitled to rescind the agreement after eight weeks have passed. When deliveries are delayed for the above reasons, the purchaser is not entitled to any claims arising from the delays or failure to deliver. In the event of partial or complete unavailability of sources of supply, Seller shall not be obligated to obtain supplies from other sources. Seller shall have the right to distribute, at its sole discretion, the available products taking into account its own personal needs.

5. Compliance with statutory provisions

According to Section 3 of the German Chemicals Prohibition Ordinance (Chemikalienverbots-Verordnung), very toxic and toxic substances and preparations may be resold to commercial enterprises only if they are in possession of a permit under Section 2 (1) of the German Chemicals Prohibition Ordinance and employ a person with knowledge of the subject. These products may only be used appropriately. The purchaser is aware of this. In the event of the failure to meet the requirements of the first through third sentences above, the purchaser undertakes to inform us in writing about the non-compliance with these requirements before processing the purchase.

In placing the order, the customer consents to the necessary processing of its data for business purposes.

The purchaser promises to not export, re-export, reroute, broadcast or make public either products or services, technical information, documents, materials or any products of MACHEREY-NAGEL obtained therefrom in any country or to a citizen or resident of such country which is restricted by the applicable version of statutes or other regulations to that effect, particularly by the U. S. Export Administration Regulations. An exception shall apply only if the purchaser has obtained the prior written approval of MACHEREY-NAGEL, the U. S. Commerce Department and all other relevant authorizing authorities. A violation of the aforementioned regulations immediately voids every guaranty and/or warranty of the purchaser. Distributors of medical devices and in vitro

diagnostics shall exercise due diligence to observe the applicable requirements in the course of their activities. They shall observe the duties as distributors of such products in conformity with Regulations (EU) 2017/745 and 2017/746. They shall cooperate with MACHEREY-NAGEL in order to attain an appropriate level of traceability of such products within the supply chain.

6. Payment terms

Unless otherwise agreed, the purchase price is always payable without deduction (even when payment is made on delivery) within thirty days of the invoice date. In the case of prepayment, the invoice amount is payable without deduction immediately upon entry into the purchase agreement. If payment is made by cheque, the cheque must be drawn on a German bank. We reserve the right to pass on excessive cheque cashing fees to the customer, particularly if the cheque is debited with fees of foreign banks. Alternative payment terms require our written confirmation. Where the time allowed for payment is exceeded, we see ourselves forced to collect default interest equal to the amount of debit interest which is customary in banking pursuant to the statutory provisions as well as a lump sum of €40.00 under Section 288 (5) of the German Civil Code (Bürgerliches Gesetzbuch – BGB). Default in payment or irregular settlement of the invoice amounts entitles us to discontinue further deliveries to the purchaser until complete payment of the purchase price. In the event of default in payment and when there are justified doubts about the purchaser's solvency, prepayment or security can be demanded at any time in lieu of the agreed method of payment. We are entitled to rescind the agreement if the business of the purchaser is dissolved, or if we become aware of the swearing of an insolvent debtor's oath or of, for instance, a change in the business owner in connection with the financial difficulties.

The seller reserves the right to apply payments toward the satisfaction of the oldest invoice items due, plus the accrued default interest and costs, namely in the following order: costs, interest, principal balance.

Advance payments and prepayments within the country must always be paid with VAT added.

7. Industrial property rights

If products are manufactured as directed by the ordering party, such party warrants that the production of such an article shall not infringe any third-party industrial property rights. The ordering party is liable toward us for all damages which arise from the assertion of industrial property rights.

8. Damages / right of recourse

The purchaser's damages claims are excluded in the case of slightly negligent breach of duty of the seller, its executives and other agents unless the breach of duty has given rise to damages from loss of life, personal injury or an injury to health or the breach of duty involves a cardinal contractual duty. Cardinal duties are such duties whose fulfilment make the proper performance of the contract at all possible and upon whose fulfilment the contracting party regularly does and may rely. The amount of damages is limited to foreseeable loss that is typical of contract.

If the purchaser, who is an entrepreneur pursuant to Section 14 BGB and resells the goods delivered by us, is granted discounts which materially reduce the list price, the granting of a discount shall be simultaneously understood as compensation in terms of Section 478 (2) first sentence BGB. In such a case, the claims of the purchaser under Sections 478 (1), (2), in conjunction with 437 (1) no. 1 and 439 BGB, are limited to the right to replacement of the defective item with a flawless item. In the case of new goods, warranty claims of a purchaser who is an entrepreneur in terms of Section 14 BGB shall lapse one year after delivery of the goods unless a shorter period must apply owing to the minimum durability date of the purchased product. Such a warranty claim shall lapse no sooner than two months after the time in which the entrepreneur who resells our goods has satisfied the claims of the consumer. If contractual declarations on liability have been made here in the terms of sale and delivery, they are conclusive. Any liability beyond this is excluded.

9. Technical advice, use and processing, descriptions

The seller's spoken and written, application-specific advice and advice on trials are rendered to the best of its knowledge, but it is only considered a nonbinding suggestion, also in regard to any third-party industrial property rights, and it does not relieve the purchaser from making its own examination and any validation of the seller-supplied products for their suitability for the intended processes and purposes. The application, use and processing of the products are beyond the seller's possible control and therefore lie exclusively within the purchaser's sphere of responsibility. The enclosed product descriptions, hazard warnings and package inserts are to be taken note of. Any unilateral change in the described method of use and/or modification to the goods or the informational material occurs at one's own risk.

10. Notices of defects / warranty claims / limitation of actions provisions

All shipments must be inspected immediately upon receipt. Complaints of defective goods can be considered only if they are reported in writing within eight business days of receipt of the goods.

In the case of a justified complaint, the purchaser can only require replacement. If replacement does not occur, the purchaser has the right to rescind the agreement or to demand a reduction in the purchase price. Purchaser's further claims for damages are governed by section 8. Goods that are complained of may be returned only with our express consent. For purchase agreements with entrepreneurs, the warranty period for all claims is one year from delivery of the goods, unless a shorter period must apply as a result of the minimum durability date of the purchased product.

11. Retention of ownership

The goods remain our property until the respective purchase agreement is paid in full, including all incidental expenses.

As long as the purchase price has not been paid in full, the seller has the right to demand the return of the goods, to sell them elsewhere or otherwise dispose of them without rescinding the agreement.

While the goods have not been paid for in full, the purchaser must hold the goods in trust for the seller and store the goods apart from the property of the purchaser and of third parties and properly store and secure the retained goods and insure them against loss and damage at purchaser's expense and label them as the property of the seller. If the purchaser is a 'merchant' in terms of the German Commercial Code (Handelsgesetzbuch – HGB), purchaser must thereby exercise the care of a prudent businessman. The purchaser hereby assigns its claims under policies of insurance to the seller in advance. In the event of executions or other interventions against the goods by third parties, the purchaser shall immediately notify the seller so that the seller is able to take legal action pursuant to Section 771 of the German Code of Civil Procedure (ZPO). If the purchaser fails to fulfil this duty, the purchaser shall be liable for loss incurred. If the third party is unable to reimburse the seller for all costs of the lawsuit under Section 771 ZPO, the purchaser shall be liable to us for the deficiency.

The purchaser is entitled to resell the retained goods in the normal course of business as long as the purchaser properly discharges its commitments towards the seller. However, this does not apply if the purchaser and its buyers have agreed to a prohibition of assignment regarding the claim for the purchase price.

The purchaser assigns to us forthwith its claims against the buyer of the retained goods in the final, mutually agreed amount of the invoice, plus any interest and costs (including value-added tax within Germany). This assignment shall be effective regardless of whether the purchased item has been resold without or following processing. The purchaser remains authorized to collect the account receivable even after assignment, which shall not hamper the seller's collection authority. Upon resale, the purchaser shall condition the transfer of ownership on its buyer's full payment for the goods. The purchaser is not authorized to pledge the goods, to transfer ownership as security or to otherwise encumber them. The purchaser's processing or transformation of the purchased item is performed for the seller. The seller's retention of ownership continues in force in this respect. If the purchased item is processed with other articles which do not belong to the seller, the seller acquires co-ownership of the new item according to the relationship between the objective value of the purchased item and the other processed articles at the time of processing. The same applies to commingling. If commingling occurs in such a way that the purchaser's item is considered to be the primary item, it is agreed that the purchaser shall transfer prorated co-ownership to the seller and hold the sole ownership or co-ownership that originates in this way for the seller.

12. Data protection

We store and use data for the implementation of contractual and business relations, giving due consideration to the data protection provisions. As the data subject, you are entitled to the rights recited in our privacy policy with respect to MACHEREY-NAGEL GmbH & Co. KG as the data controller. You can find the privacy policy on our home page www.mn-net.com.

13. Place of performance / judicial venue / clauses / applicable law, etc.

In the case of disputes under this agreement between entrepreneurs in terms of Section 14 BGB, the competent court for the registered office of the seller shall have exclusive jurisdiction. However, the seller shall also have the right to file suit at the competent court for the purchaser or at any other court which may be competent. The place of performance is the registered office of the purchaser. The applicable law in the Federal Republic of Germany shall be

used exclusively. Application of the United Nations Convention on Contracts for the International Sale of Goods is excluded. Customary clauses shall be construed in accordance with the applicable incoterms.

If it is agreed that the seller is to defray customs and import duties of the destination country, increases in such expenses which take effect between the submission of the order confirmation and the delivery of the goods are chargeable to the purchaser. The purchaser shall likewise bear all other fees, taxes and costs associated with the purchase agreement.

If, in the case of contracts between entrepreneurs within the meaning of Section 14 BGB, a term of these terms of sale and delivery becomes invalid, this shall not affect the validity of the remaining terms. In such case, the parties shall, by individual agreement, replace the invalid provision with a provision that comes closest to the commercially desired result.

The 'Terms of Sale and Delivery for Sales within Germany' were formulated in German and translated into English and French; when the interpretation is in doubt, the German version applies.

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