

General Terms and Conditions (GTC)

-for Business Customers-

of Dr. Brill + Partner GmbH Institut für Hygiene und Mikrobiologie · Grützühlenweg 44 22339 Hamburg · Germany

§ 1 Scope of Validity

Unless otherwise agreed in individual cases, the following General Terms and Conditions shall apply to all performance, deliveries and offers rendered to its Customers by Dr. Brill + Partner GmbH, Institut für Hygiene und Mikrobiologie, Grützühlenweg 44, 22339 Hamburg, Germany, e-mail: info@brillhygiene.com (hereinafter: Dr. Brill), a company accredited by the German national accreditation body Deutsche Akkreditierungsstelle (DAkkS) pursuant to DIN EN ISO/IEC 17025. These GTC shall also apply to all future business transactions insofar as they are of a similar nature. Any terms and conditions of the Customer which are in conflict with or which deviate from or supplement these General Terms and Conditions are explicitly ruled out. Accordingly, any supplementary or deviating general terms and conditions of the Customer shall apply only if they have been explicitly agreed with Dr. Brill. Employees of Dr. Brill are not authorised to enter into any agreement which amends these General Terms and Conditions. Such an agreement can only be concluded with Dr. Brill itself. Any supplementary or deviating general terms and conditions of the Customer and any subsidiary agreements, amendments and/or addenda to the agreement between Dr. Brill and the Customer must therefore be recorded in writing in order to be valid. The foregoing shall also apply to any waiver of this written form requirement.

§ 2 Conclusion of Contract

All offers submitted by Dr. Brill are without obligation and subject to change. Orders submitted by the Customer (for example by sending in test samples/test items or by handing over test samples/test items to Dr. Brill) shall be deemed accepted only on issue of confirmation of order by Dr. Brill, unless Dr. Brill indicates that the order has been accepted by rendering performance or in any other unambiguous manner. The content and scope of the order to be performed by Dr. Brill shall be as stated in the confirmation of order. Dr. Brill shall be liable for performance of the order pursuant to the confirmation of order, but shall not be liable for a specific result or specific success. Dr. Brill is not obliged to advise the Customer of values or facts or to report any such values or facts which are outside the scope of the specific instructions issued by the Customer, the scope of generally accepted best practice or the relevant statutory regulations. Deviations from the order shall be permissible if they appear advisable for technical or scientific reasons. Special forms of examination shall require a separate telephone or written agreement. Place of performance shall be the facilities or laboratories of Dr. Brill at its company locations in Hamburg or Bremen and Norderney. In discharge of its contractual obligations to the Customer, Dr. Brill reserves the right to subcontract the order to other laboratories / institutes in consultation with the Customer. The results shall be indicated accordingly in the test reports. The Customer agrees that Dr. Brill shall not be responsible for the condition or calibration of any apparatus, instruments or measuring devices used by third parties.

§ 3 Performance

The services to be performed by Dr. Brill shall be provided within the customary periods for this market sector. Agreed dates and delivery periods shall be binding only if they have been explicitly agreed in writing as binding between Dr. Brill and the Customer and are stated as deadlines by which performance must be completed at the latest. The tests shall be conducted in accordance with generally accepted best practice and the relevant statutory and official regulations. In some cases, this may result in damage to or total destruction of the test items (including but not limited to devices, device components) and/or test samples (including but not limited to liquids, gels, creams, powders, ointments, cosmetics, wound dressings). Dr. Brill reserves the right to alter the scope of performance without prior notice for technical reasons, in case of any amendments in the statutory and/or official regulations or owing to new scientific findings; such alterations may, however, lead to an increase in the prices which apply at the time of order placement. This shall be handled in consultation with the Customer. The Customer shall receive written confirmation of receipt of the test sample/test item. The Customer shall bear the risk of accidental loss or deterioration until receipt of the test items by Dr. Brill. The allocation of risk

shall otherwise be determined by the provisions of Section 644 German Civil Code ["BGB"]. In case of any doubts as to the suitability of the test sample/test item supplied by the Customer for the test concerned (e.g. damage, incompleteness), or if a test sample/test item does not conform to the description supplied or if the necessary test has not been specified in sufficient detail, Dr. Brill shall first await further instructions from the Customer before continuing with testing of the material and, if necessary, request a new test sample or new test item. Specimens and test samples shall be stored in a dry and dark sample cabinet. Refrigerated storage is possible if necessary. Unless otherwise agreed in writing, Dr. Brill shall not be obliged to keep specimens, test samples and/or test items on completion of testing. Test samples and specimens shall routinely be disposed of or discarded on completion of the tests, unless otherwise agreed with the Customer. After completion of testing and notification of the Customer, Dr. Brill shall not be obliged to keep test items for longer than 2 weeks, unless the test item is to be collected by the Customer or return shipment has explicitly been requested. Collection and/or return shipment shall be at the expense and risk of the Customer. If the Customer fails to collect the test items within 2 weeks of notification that the test has been completed or if the Customer fails to demand return shipment within that period, Dr. Brill shall no longer be obliged to keep the test items. Dr. Brill shall then be entitled to have the test item properly disposed of or re-used at the Customer's expense and subject to proof.

The Customer shall receive a test report on completion of testing. All test reports shall be produced electronically with a digital signature. Customers are explicitly advised that the results stated in the test report refer solely to the specimen or test sample and not to the remainder of the test material from which the specimen / test sample was taken. The Customer authorises Dr. Brill to forward test reports to third parties if this was ordered by the Customer or results from the circumstances, established customs, common trade usage or practice. Periods of time which have been agreed as binding shall commence only when the Customer has satisfied its obligations to cooperate in each individual case (cf. § 4 of these GTC). Unless the Customer submits a written complaint to Dr. Brill within one week of receipt of the test report, performance by Dr. Brill shall be deemed accepted provided it is essentially free of faults. If non-compliance with a delivery date is attributable to force majeure, pandemics, industrial action or other events beyond the control of Dr. Brill, the delivery date shall be extended accordingly. The foregoing shall also apply if such obstructions occur during the delay or if they affect a supplier.

§ 4 Obligations of the Customer

Due and proper performance by Dr. Brill presupposes due and proper handling of the test samples/test items by the Customer. This refers in particular to prompt submission of the test samples/test items, compliance with statutory periods where applicable, the use of suitable media for taking samples and due and proper packaging which provides protection against breakage, any necessary refrigeration of the test samples / test items as well as due and proper labelling. The Customer is therefore obliged to notify Dr. Brill of all relevant circumstances for execution of the tests (including but not limited to the Customer's own reservations, information about risks and handling), to keep Dr. Brill permanently informed of such circumstances and to submit all documents required by Dr. Brill for performance of its work in due time. Dr. Brill reserves the right to plead the defence of non-fulfilment of the Customer's contractual obligations. Unless the parties have agreed on sample taking / collection of the test samples from the Customer's premises, the Customer shall bear the risk and costs of due and proper shipment of the test samples to Dr. Brill. As protection for the employees of Dr. Brill, when submitting any dangerous substances, the Customer is obliged to affix clearly visible labelling to the packaging of the submitted test samples/test items, stating that the shipment contains dangerous substances. The Customer shall therefore be liable for any injury sustained by Dr. Brill or its employees owing to infringement of the above obligations. The Customer shall also warrant and represent that the test samples/test items do not contain any substances which would make the

agreed performance impossible or make it significantly more difficult. The Customer shall also be liable for ensuring that the exterior of the sample receptacles are clean and free of contamination by the test material.

§ 5 Liability for Defects and General Liability

Pursuant to § 3 of these General Terms and Conditions, the Customer shall submit written notification of any manifest defects within a period of one week as from receipt of the test report, including an explicit specification of the defect. If the Customer fails to submit a complaint within the above period, it shall forfeit all rights relating to this defect, inclusive of any rights resulting from contractual and statutory liability for defects, unless the defects were fraudulently concealed by Dr. Brill, unless Dr. Brill has already given explicit written acknowledgement of its obligation to remedy the defects concerned or unless Dr. Brill is liable on grounds of intent. If, despite careful examination of the performance rendered by Dr. Brill, a defect only becomes apparent at a later date, the Customer is also obliged to submit written notification of the complaint to Dr. Brill, including an explicit specification of the defect, within five working days after the defect concerned has become apparent. The performance shall otherwise be deemed approved, irrespective of the defect, which shall also cause the Customer to forfeit its entire claims based on liability for defects. In order to maintain its rights, it is sufficient for the Customers to dispatch notification of the defect within the above periods. The Customer's claims arising from defects shall become statute barred within 12 months of acceptance / occurrence of the assumption of acceptance. In case of execution of repairs by Dr. Brill, the limitation period shall merely be suspended from the time of receipt of the written complaint until completion of the repair or until complete failure of the attempted repair. The statutory regulations on liability for defects shall otherwise apply.

Dr. Brill shall be liable to its Customers for damage which is attributable to intent or gross negligence on the part of Dr. Brill, its legal representatives and/or any and agents employed in performance of Dr. Brill's obligations. Dr. Brill shall further be liable in case of simple negligence if this involves the infringement of material contractual obligations. A contractual obligation is deemed material if the infringement of such an obligation jeopardises achievement of the object of the contract, if the fulfilment of such an obligation constitutes a sine qua non for execution of the contract and if the other party to the contract can regularly rely on compliance with such an obligation. In such cases, however, Dr. Brill shall be liable solely for the foreseeable damage that is typical in connection with such contracts. Dr. Brill shall not be liable for the infringement of any obligations other than those stated in the preceding sentences if the infringement is due to simple negligence.

Dr. Brill shall not be liable for any delay in the provision of services or for failure to provide services in full or in part if this results directly or indirectly from events which are beyond the control of Dr. Brill (including but not limited to infringement of the Customer's obligations pursuant to § 4 of these GTC). The foregoing liability disclaimers and limitation shall not apply if a warranty has been given by Dr. Brill, nor in cases of damage to life, limb or health, nor in cases of mandatory statutory liability. The Customer shall indemnify Dr. Brill and any agents employed in performance of Dr. Brill's obligations for third-party claims for damages filed in connection with the order and which exceed the liability of Dr. Brill and/or any agents employed in performance of its obligations pursuant to the foregoing provision. The Customer shall give Dr. Brill written notification of any circumstances which constitute grounds for such claims within 30 days of discovery of these circumstances. Claims for compensation based on infringement of obligations shall become statute barred within 12 months, beginning from the commencement of the statutory limitation period. Dr. Brill is covered by liability insurance for damage amounting to a maximum of EUR 3,000,000.00.

§ 6 Remuneration

Unless the parties have signed a separate agreement to the contrary, Dr. Brill's remuneration shall be based on the prices/price lists agreed between Dr. Brill and the Customer in each individual case. The agreed remuneration shall cover all performance to be rendered by Dr. Brill under the contract,

inclusive of all necessary preparatory and ancillary work. The remuneration shall not include any costs and expenses assumed by Dr. Brill or any other costs specified in these General Terms and Conditions which are to be reimbursed by the Customer (additional expenditure, return shipment). If any modifications or supplementary work is carried out at the request of the Customer after placement of the order, the additional expenditure shall be charged separately. Unless otherwise stated on the invoice, all invoices shall be payable within 14 days of the date of invoice in full, without any deductions for cash payments or other discounts, by transfer to the bank account of Dr. Brill stated on the invoice. The Customer shall automatically be in arrears without the need for a reminder or fulfilment of any other requirement if it fails to pay by the date stated on the invoice or, if no such date has been stated, within 14 days of the date of invoice. The Customer shall be entitled to lay a lien or set-off payment only if its counterclaims have been legally established as final and non-appealable or are undisputed by Dr. Brill. The Customer shall further be entitled to lay a lien only if this refers to the same contractual relationship.

§ 6a Cancellation

If the Customer gives notice of termination or withdraws from the contract (cancellation) although Dr. Brill has not given grounds for it to do so or does so for reasons within the Customer's control, Dr. Brill shall be entitled to remuneration of all performance rendered up to the time of cancellation.

If the order is canceled by the Customer after acceptance of the offer (by e-mail or telephone) by the Customer, the cancellation fee shall amount to 15% of the total order volume. If the order is cancelled by the Customer after Dr. Brill has dispatched confirmation of order but prior to commencement of performance of the order by Dr. Brill, the cancellation fee shall amount to 20% of the total order volume.

In all other cases, the level of the cancellation fee shall be determined on the basis of the performance already rendered by Dr. Brill (but no more than the amount of the total order volume).

If the current order is cancelled for cause for which Dr. Brill is responsible, Dr. Brill shall be entitled only to the remuneration for the performance rendered up to the time of cancellation.

§ 7 Test Results and Copyright

On completion of the agreed performance, Dr. Brill shall provide the Customer with a test report. At the explicit request of the Customer, Dr. Brill shall inform the Customer of the test results in advance by telephone or e-mail. The test report shall be supplied electronically or alternatively as a hard copy at cost price at the explicit request of the Customer. If it is not possible to transmit the test report electronically for reasons for which Dr. Brill is responsible, the test report shall be sent to the Customer's address free of charge as a hard copy.

The test results refer solely to the analyses of the specimens taken or to the test samples/test items sent in by the Customer; the Customer is not permitted to apply these results to any other untested samples. Dr. Brill reserves the rights in all test methods and/or procedures and in all devices and/or equipment which it has developed or generally uses, unless these were developed exclusively for the Customer in the course of provision of the services in accordance with a written agreement. The Customer and Dr. Brill undertake to treat all business or trade secrets of the other party which come to their notice in the course of this contractual relationship as strictly confidential, not to disclose them to third parties without the prior consent of the other party and not to make any unauthorised use of such information for their own purposes. All information acquired by Dr. Brill in this manner shall be treated as strictly confidential, unless the information is in the public domain or has been disclosed to the company by a third party without any breach of the foregoing obligation of confidentiality. Dr. Brill explicitly retains copyright in all expert opinions, test reports, analyses and similar delivery items and results of its work which are eligible for copyright. The Customer shall receive exclusive utilisation rights, free of charge and for an indefinite period of time for the application purpose on which the order was based, in such expert opinions, test reports, analyses and similar delivery items or work results which are inextricably linked with the products or services of the Customer. Dr. Brill shall have sole rights in any results and/or inventions which are not owed by Dr. Brill as part of the contract but which are created by Dr. Brill in the course of performance of the contract. The Customer is not permitted

to modify or edit the expert opinions, test reports, analyses and similar delivery items or work results or to use such material out of context.

The Customer is not permitted to present expert opinions, test reports, analyses and similar delivery items or work results incorrectly or to reproduce and distribute any other information which it has received from Dr. Brill or which refers to the relations between Dr. Brill and the Customer.

Dr. Brill shall assume no liability for errors, inadequacies or omissions in the performance provided for the Customer which are attributable to the inaccuracy or incompleteness of the information supplied to Dr. Brill. In the event that any third-party claims are filed against Dr. Brill, the Customer shall fully indemnify Dr. Brill from liability in such cases.

The Customer warrants and consents that it has sole responsibility for all decisions concerning the use of the results supplied by Dr. Brill.

The Customer further warrants and consents that any withdrawal or recall of products based on the results, inclusive of any interim or provisional results, shall be performed on the sole responsibility and at the sole risk of the Customer.

Any use of the name "Dr. Brill + Partner GmbH Institut für Hygiene und Mikrobiologie" and/or use of the corporate logo, regardless of the purpose, whether in public or vis-à-vis third parties, shall require the prior written consent of Dr. Brill.

§ 8 Data Protection

The Customer is explicitly advised that Dr. Brill shall process the Customer's personal data, as well as its company and business data within the scope of the contractual relationship pursuant to the General Data Protection Regulation and the Federal German Data Protection Act.

§ 9 Legal Venue and Applicable Law

If the Customer is a business customer within the meaning of the German Commercial Code, a special fund under public law or a legal entity, Hamburg (Federal Land of Hamburg) shall be sole legal venue for all disputes in connection with this contractual relationship. The same legal venue shall apply if the Customer has no general jurisdiction in the Federal Republic of Germany at the time of institution of legal proceedings. These General Terms and Conditions and the entire business relationship between Dr. Brill and the Customer shall be governed by the laws of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).

§ 10 Amendments to the General Terms and Conditions

Dr. Brill reserves the right to amend these General Terms and Conditions at any time without stating reasons provided this does not lead to any change in the contract structure as a whole. The amended terms and conditions shall be submitted to the correspondence address stated by the Customer no later than two weeks prior to their entry into force. If the Customer does not submit a written objection to the entry into force of the new General Terms and Conditions within a period of two weeks of receipt of the new General Terms and Conditions, the amended General Terms and Conditions shall be deemed accepted. In the letter containing the amended terms and conditions, Dr. Brill shall advise the Customer of the amended terms and conditions, the Customer's rights to object, the time limit for objections and the meaning of the amendments.

§ 11 Severability Clause

Should one or more provisions of these General Terms and Conditions be invalid or unenforceable, this shall not affect the validity of the remaining provisions. The invalid or unenforceable provision shall be replaced by a valid or enforceable provision which comes as close as possible to the economic intent of the invalid or unenforceable provision in a legally admissible way. The foregoing shall also apply if the General Terms and Conditions prove to contain gaps.

Dr. Brill + Partner GmbH
Institut für Hygiene und Mikrobiologie
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