

## General Terms and Conditions of Sale and Services applicable from March 1st, 2020

### Article 1 - Object - Scope

(1) These general terms and conditions of sale and services (hereinafter the "GTCS") apply to any sale of products as notably displayed in abcr's website and customs synthesis developments for research or production purposes (hereinafter the "Goods") and/or any services offered by abcr concerning notably research services, logistics or consulting services (hereinafter the "Services") between abcr france, a simplified stock company, registered with the Lyon Trade and Companies register under number 840 121 057 00011, located at building Danica B 21, avenue Georges Pompidou, 69486 Lyon Cedex 3 (hereinafter «abcr») and any legal professional client acting in the framework of its commercial, industrial, craft, liberal or agricultural activity (hereinafter the "Buyer"). For the sake of clarity, these GTCS are not applicable to any natural person acting for purposes which are outside his or her trade, business or profession.

Except as otherwise specifically agreed between the parties, it is expressly stated that the Goods may not be used in an unprocessed form as additives for foodstuffs or feedstuffs, human or veterinary medicinal products and/or cosmetics, nor for in vivo diagnostic purposes.

(2) Unless provided otherwise, the applicable GTCS shall be the version in force at the time of the Buyer's order.

(3) According to article L.441-6 of the commercial Code, abcr's GTCS constitute the exclusive basis of the commercial negotiations between the parties concerning the sale of Goods and/or Services. The GTCS shall apply to any order placed by the Buyer to the express exclusion of any provisions or documents not expressly agreed between the parties in writing.

(4) The Buyer acknowledges that by placing orders with abcr it accepts these GTCS.

(5) In the event that any of the provision of these GTCS or the application of any such provision to the parties hereto with respect to their obligations hereunder shall be held invalid or void, the remaining provision of these GTCS shall remain in full force and effect.

(6) The Buyer acknowledges and accepts that abcr may subcontract, in whole or in part, the supply of Goods and/or Services to third party partners.

### Article 2 - Orders - Contract Formation

(1) The orders of Goods and/or Services are placed with abcr by any written means.

The Buyer acknowledges that any catalogues, technical documentation (e.g. drawings, plans, calculations, references to DIN standards), other product descriptions or documents (also in electronic form) to which abcr reserves ownership rights and copy-rights, are provided for information purposes only and are non-binding.

(2) Any orders placed by the Buyer are firm. Orders shall only be binding, for Goods, if confirmed in writing by abcr within fourteen (14) business days from its receipt or by delivery of the Goods to the Buyer and for Services upon issuance of a corresponding quotation.

Unless otherwise agreed, quotations are valid for a period of thirty (30) days.

(3) Unless provided otherwise between abcr and the Buyer, the Buyer shall be responsible for complying with applicable statutory and administrative provisions, in particular relating to the import, transport, storage and use of the Goods.

### Article 3 - Goods - Services/Information - Guarantees

(1) Unless otherwise expressly agreed between the parties, the Goods and Services offered for sale by abcr are notably the ones listed in its catalogue and/or displayed on abcr's online shop <https://www.abcr.com> at the date of the order, subject to the availability of the Goods.

abcr reserves the right to modify at any time the characteristics of the Goods, including notably the quantity and purity level, for any reasons whatsoever and notably in order to comply with new standards, regulations and legal provisions of any kind, which in this last event, may occur even after the order has been placed by the Buyer.

It is expressly acknowledged by the Buyer that orders for Goods and/or Services may be subject notably to import and/or export restrictions.

(2) Unless otherwise expressly agreed and subject to any applicable mandatory legislation, abcr solely guarantees the conformity of the Goods and/or Services with their specifications and with the applicable regulations in force in the European Union according to the warranties set forth herein, to the express exclusion of any other warranty of any kind, either stated in writing, orally, implied or express, including notably any fitness of the Goods and/or the Services for any particular purpose.

In that framework it is expressly agreed between the parties that any specific contractual condition or designated use if any, or any "identified use" that is relevant for the Goods and/or Services under the REACH European chemicals regulation shall not under any circumstances be construed as granting a warranty of conformity on the part of abcr and shall not be covered by the warranty as set forth in these GTCS for any reason whatsoever.

(3) abcr's Goods information and Services are provided to the best of abcr's available knowledge at the date of their supply. Information regarding the condition, durability and storage conditions of the Goods, as well as all other information provided by abcr are recommendations, without any guarantee provided by abcr, unless otherwise expressly agreed upon and referred to as such. The Buyer shall be responsible for ensuring that the storage conditions are suitable for Goods preservation and comply with applicable security standards and regulations.

(4) In that framework and as an essential condition of the sale of the Goods and/or Services, the Buyer shall be responsible for checking, prior to the order, that the Goods characteristics' comply with the Buyer's intended use and purpose. abcr shall not be responsible for any damages caused by any inappropriate, contrary or deviating use or handling of the Goods. The Buyer shall be solely responsible for respecting any appropriate and applicable safety conditions.

The Buyer shall ensure that the Goods comply with the safety rules applicable for the intended use in the considered environment.

### Article 4 - Delivery Deadline

(1) Even if the delivery deadlines are evaluated as exactly as possible by abcr, such deadlines are subject to supply and production constraints. Consequently, the delivery deadline is indicative in the framework of an obligation of means. Delivery deadlines shall be agreed in writing between the parties and/or are indicated by abcr upon accepting the order.

(2) Any modification of the order accepted by abcr shall result in an automatic extension of the Goods

delivery lead times to the Buyer, without any liability incurred by abcr.

### Article 5 - Delivery, Transfer of Risk

(1) Delivery is made from abcr's stocks, which may be located in a foreign country.

Unless otherwise agreed, abcr shall solely be in charge of the shipment organization (including notably the transport company, shipping route, packing) which shipments and potential customs clearance costs shall be incurred by the Buyer.

(2) The risk of accidental loss of and damage to the Goods shall pass over to the Buyer at the latest upon delivery of the Goods to the first forwarder, carrier or any other person or institution instructed to perform the shipment to the Buyer according to the ICC 2010 Incoterm EXW (EX WORKS) in the absence of any provision to the contrary, or according to the Incoterm stated on abcr's order's confirmation.

(3) If the Buyer refuses to accept the Goods, fails to cooperate, or if the delivery is delayed for other reasons for which the Buyer is responsible, abcr is entitled to invoice the Buyer with any additional costs incurred (e.g. storage and insurance costs).

### Article 6 - Force majeure

If incidents and circumstances beyond abcr's control according to article 1218 of the civil Code lead notably to a restriction of the availability and/or unavailability of the Goods and/or Services, preventing abcr from performing its contractual obligations, for the duration of the impairment and to the extent that abcr is affected, it shall be released from its contractual obligations, without any liability of abcr. If such events and circumstances should last for more than one (1) month, either party shall be entitled to terminate the contract in full right.

Notwithstanding the above, it is expressly agreed between the parties that the following event shall also result in the contract's suspension for their duration: natural disasters, war, industrial disputes, traffic or business disruptions, official decrees.

### Article 7 - Prices and Terms of Payment

(1) Unless otherwise agreed, the applicable prices for the Goods are the ones indicated on abcr's online shop available at [www.abcr.com](http://www.abcr.com) when the order is placed by the Buyer and for the Services on the quotation issued by abcr. Prices are quoted in Euros (EUR), excluding value added tax and any taxes, costs according to applicable laws and regulations which shall be paid by the Buyer.

Due notably to changes in prices, in competition, in Goods production costs, but also in raw materials costs, abcr may modify the Goods and/or Services prices at any time, subject to the Buyer's prior information, and without any liability of abcr as a result of such modification.

It is expressly acknowledged by the Buyer that prices of the Goods and/or Services may vary depending notably on the country of destination of the products, and/or their classes and/or lines. According to article 5 above and unless otherwise expressly agreed between the parties, the Buyer shall bear all transport expenses, insurance, customs duties, fees, taxes and other public levies.

(2) In case of limited quantities orders and/or specific delivery and/or modification of orders accepted by abcr, abcr shall be entitled to invoice the Buyer any additional processing costs.

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### Article 7 ff. - Prices and Terms of Payment

(3) Unless provided otherwise in a contract, the Buyer shall pay abcr the agreed price no later than seven (7) days after the delivery or provision of the Goods and/or Services, date of invoice. abcr shall be entitled to ask for anticipated payment.

(4) In case of late payment, including partial payment, for any cause whatsoever, an interest for late payment according to the provisions of article L.441-6 of the Commercial Code, shall be due and payable by the Buyer, automatically and without notice applied by abcr to the unpaid sums without prejudice to any damages due to abcr.

Moreover, abcr shall be entitled to invoice the Buyer the fixed allowance for late payment in the commercial transactions mentioned in article L.441-6 of the French Commercial Code or any other provision that may be substituted.

(5) For any claims regarding the Goods and/or Services, the Buyer shall not be entitled to suspend any payment and shall nevertheless pay abcr's invoice when due.

(6) Regardless of the place of delivery of the Goods and/or Services, the place of execution for Buyer's payment liability is abcr's registered office.

### Article 8 - Retention of Ownership

(1) abcr RESERVES OWNERSHIP OF THE GOODS UNTIL COMPLETE PAYMENT OF THE PURCHASE PRICE, AND OF THE VALUE ADDED TAX RELATING THERETO, ACCORDING TO ARTICLES 2367 TO 2372 OF THE CIVIL CODE, OR ANY SUBSTITUTING PROVISIONS. IN THAT FRAMEWORK, IN THE EVENT THE BUYER RESELLS THE GOODS, abcr SHALL BE ENTITLED TO USE ITS RESALE RIGHT AND TO COLLECT THE DEBT DIRECTLY WITH THE END-USER, WITHOUT PREJUDICE TO ANY DAMAGES AVAILABLE TO IT.

It is expressly stated that such retention of ownership shall not prevent transfer of risks attached to the Goods to the Buyer as set forth in article 5 above.

### Article 9 - Non-compliance - Claims for Defects of the Buyer

(1) The Buyer undertakes to discharge the transporter only after having checked the Goods appearances and quantity. In that framework, the Buyer shall, upon delivery, unpack the Goods in order to verify any damage and loss. In case of damages and or loss to the Goods, the Buyer shall notify the transporter any reservations in writing on the delivery note and at the latest, within three (3) days from receipt of the Goods by letter with acknowledgement of receipt sent to the transporter with copy to abcr.

(2) Any partial delivery of Goods for specific conditioning reasons shall not be considered as a non-compliant delivery.

(3) Any non-conformity or apparent defect, other than related to transportation, shall be promptly notified of this in writing within seven (7) working days from the date of delivery or, if the defect was not detectable on examination, shall be notified in writing within the same period from the discovery of the defect. In its claim, the Buyer shall precise the delivery note or the order number, the label information of the concerned Good (i.e. the LOT number), but also the type and extent of the defect.

If the Buyer fails to carry out the proper inspection and/or notice of defects within the above-mentioned deadlines, the order shall be deemed accepted by the Buyer and no further claims regarding apparent defect or any non-conformity to the order shall be accepted by abcr.

(4) Any claims for non-conformity to the specifications and/or hidden defects shall be subject to the prescription of one (1) year as of the delivery of Goods.

### Article 10 - Return of Goods Procedure

(1) Upon abcr's written approval and subject to compliance with the deadlines set forth in article 9 above, the Buyer may return the noncompliant Goods to the following address: abcr GmbH, Im Schlehter 10, Germany, 76187 Karlsruhe.

(2) If the Good is defective, abcr may, at its option, choose to carry out a subsequent performance by removing the defect (subsequent improvement) or to replace the defective Good. If the repair of the Good is too onerous and/or impossible, abcr shall replace the Good or if impossible, reimburse the Buyer with the purchase price, to the exclusion of any damages.

(3) abcr shall bear any expenses necessary for the inspection and subsequent performance, in particular, transport, travel, labour and material costs, if a defect is detected by abcr. Otherwise, abcr shall be entitled to invoice the Buyer the costs arising from the unauthorised requests of removal of defects (in particular testing and transport costs).

### Article 11 - Liability

(1) Unless otherwise agreed or required by these GTCS including the following provisions, abcr shall solely guarantee the conformity of the Goods with the product specifications to the exclusion of any fitness for a particular purpose.

(2) abcr liability shall be limited to direct damages caused to the Buyer, to the exclusion of any indirect, and consequential damages, such as notably but not exclusively loss of profit, revenues, contracts, business or goodwill.

In any case, abcr's liability shall be limited to the amount paid by the Buyer for the corresponding order.

(3) The Buyer shall indemnify and hold abcr harmless against any third parties claims and/or actions for product liability for a cause attributable to the Buyer.

In any case, abcr shall not be responsible for the Goods unsuitability, defects or degradation resulting from:

- storage conditions or use in violations of the GTCS and/or abcr's recommendations;
- natural wear or inappropriate conditions or storage;
- Goods received in an unsealed package and not returned to abcr;
- abnormal, inappropriate, non-approved use of the Goods;
- any direct or indirect contact between the Goods and any products, material belonging to the Buyer;
- any modification of the Goods;
- supervisory neglect or defect;
- reuse of single-use Goods, modification and/or inappropriate use of any kind.

### Article 12 - Special Provisions for Orders via abcr's Online Shop

(1) Any orders of Goods and/or Services placed online via abcr's website abcr.com are ruled by these GTCS.

### (2) Limited Access

The use of abcr's online shop is only possible if the user is a legal professional client acting in the framework of its commercial, industrial, craft, liberal or agricultural activity and has registered beforehand according to the procedure set forth hereinafter.

### (3) Registration

**12.3.1** Purchase through the online shop on the internet website abcr.com is strictly restricted to registered users, which registration has been previously accepted by abcr.

**12.3.2** In order to be registered electronically, the user must complete and send in the electronic forms in the page "Create your account" by clicking on the "Log in" tab on the homepage.

The Buyer shall provide truthful and complete information during the registration process.

The Buyer expressly acknowledges and accepts that by signing up on abcr.com, the latter accepts these GTCS.

**12.3.3** During registration, the Buyer shall notably choose an email and a personal password as personal identifiers.

Email and passwords are strictly personal and confidential and shall be used exclusively by the Buyer. Use of the email and passwords are made under the Buyer's sole responsibility. In that framework, the Buyer undertakes not to assign or disclose them to any third party. In the event the Buyer passes on its identifiers within the company, the Buyer shall guarantee that the authorised persons duly maintain the confidentiality of such identifiers.

The password may be modified via the website by clicking on "Change Password" in the Buyer's account. If the Buyer loses or forgets its password, the Buyer may reset it by indicating its email address on the "Forgot your Password?" tab in order to receive a link to reset it.

**12.3.4** Once the registration forms have been duly completed by the Buyer, a confirmation of receipt is sent to its email address.

In the meantime, abcr carries out a check of the application data and reserves the right to refuse registration or to withdraw it after it has been issued, notably in the event the information would appear to be incomplete and/or inaccurate.

Upon validation of registration, a confirmation of registration is sent to the Buyer's email address.

**12.3.5** Registration is made for an undetermined period and may be deleted at any time by sending an email to abcr at the following address: info@abcr.com

**12.3.6** The online shop may only be used by the respective customer or authorised users. Any misuse of the identifiers suspected by the Buyer shall be reported immediately to abcr. Upon information and/or suspicion of any unauthorized use, abcr may unilaterally block access to the concerned account.

**12.3.7** The Buyer should always keep its information up-to-date and shall notify any changes in its company situation and/or data (company name, address etc.) to abcr.

abcr shall not be liable for any late and/or default delivery caused by incomplete and/or inaccurate information.

(4) abcr's authorization to access the online shop shall not constitute a guarantee of the availability of the Goods displayed on the online shop.

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### Article 12 ff. - Special Provisions for Orders via abcr's Online Shop

(5) In any case, it is expressly stated that delivery lead times indicated in the online shop are non-binding and shall in any case refer to the Good's date of shipment.

### Article 13 - Personal Data

Some personal data concerning the Buyer, its employees and/or managers, notably the name, first name, title, position and department, telephone number and email address are collected by abcr, acting as a processor, for the sole performance of the orders.

abcr is using its best efforts to minimize the data collected in that framework, which shall solely be communicated to the group companies on a need to know basis and to abcr's logistics partners as the case may be. The data collected are not transferred outside the European Union and shall be retained for the duration of the collaboration between abcr and the Buyer, and for the legal retention period for business documents. In the framework of the implementation of the UE Regulation on General Data Protection Policy, abcr has implemented technical and organisational measures to ensure the security of such data ([www.abcr.de/en/privacy-data-protection/](http://www.abcr.de/en/privacy-data-protection/)).

The person concerned by the processing retains full control over his data and may, in that framework, require their access, deletion, rectification, and limitation of their processing according to the applicable legal conditions. To exercise those rights, an email may be sent to the following address: [info@abcr.com](mailto:info@abcr.com).

abcr's statutory data protection officer: Michael Oehler, DATENSCHUTZ perfect GbR, Office Karlsruhe, Stiller Winkel 4, 76187, Karlsruhe, Germany; email: [datasecurity@abcr.com](mailto:datasecurity@abcr.com).

### Article 14 - Intellectual Property Rights

(1) The Buyer acknowledges that abcr GmbH is the exclusive owner of abcr trademarks and know-how attached to the Goods and Services.

(2) abcr guarantees that it holds the intellectual property rights and authorisations attached to the Goods and Services.

### Article 15 - Choice of Law and Place of Jurisdiction

(1) Business relationships with the Buyer shall be governed by the laws of France, to the express exclusion of the United Nations Convention of 11 April 1980 on Contracts for the International Sale of Goods (CISG).

(2) It is expressly agreed between the parties that any dispute, controversy, claim or difference arising out of, or in connection with, or resulting from the conclusion, performance or termination, interpretation, breach of the business relationship between the parties, regarding notably the Goods and/or the Services, shall be exclusively referred to the jurisdiction of abcr's registered office, even in the case of urgent proceedings, plurality of defendants or of the introduction of third parties.

### Article 16 - Language of the Contract

If the text of these GTCS is also notified to the Buyer in a language other than French, this shall only serve to facilitate understanding. In any case, the French text shall prevail and is exclusively valid.

Version date: March 1st, 2020

abcr france, a simplified stock company, registered with the Lyon Trade and Companies register under number 840 121 057 00011, located at building Danica B 21, avenue Georges Pompidou, France, 69486 Lyon Cedex 3