

TERMS AND CONDITIONS OF INNOVATIONLAB GMBH

We deliver to companies and public legal entities only under the following General Terms and Conditions. In these General Terms and Conditions of InnovationLab, Contractor shall mean InnovationLab GmbH (furthermore "iL") incorporated under the laws of Germany.

§ 1 OFFER AND CONFIRMATION

Offers of iL are not binding unless stated as binding explicitly. Customer needs to confirm acceptance in written form. Acceptance of iL's offer by the customer shall imply the acceptance of the terms and conditions of iL. Any different terms and conditions of the customer shall apply only, if they have been expressly acknowledged in written form by iL in the confirmation of the order. Guarantees by iL are only binding if given in written form. A deviation of this obligation needs to be in written form. Written form includes e-mails and telefax.

§ 2 PRICES AND PAYMENT

Prices are to be understood exclusive of taxes, packaging and shipment costs. Price is due by delivery of the product, unless stated differently. If payment is due, iL will ask an additional interest of 5 percent over the basic interest rate. In case of delay, iL will impose 8 percent over the basic interest rate and reserve the right to impose a damage charge. Checks and bills are only accepted for payment if explicitly agreed upon. Standard banking costs are to be paid by customer.

§ 3 DELIVERY

Times for delivery agreed upon are to be understood as approximate data, unless a fixed time for delivery is agreed upon explicitly. In cases of force majeure, iL may withdraw from the contract. Claims against iL for delayed delivery or no delivery are excluded in cases of impossibility of delivery and delay of iL due to circumstances in the responsibility of customer.

§ 4 PLACE OF DELIVERY

Place of delivery is iL (EXW Inco terms 2010), unless explicitly agreed upon differently. In case of agreement on delivery to customer by shipment of the goods to the customer, delivery is agreed upon at iL. In case customer receives the products at place of delivery, it is his responsibility to take care of correct shipment according to the rules of law, especially public law and regulations on shipment of dangerous goods. In case employees of iL take part in the

execution of the shipment by the customer, they are acting in completion of customer's obligation.

§ 5 RESERVATION OF PROPERTY

Property of the goods is transferred on customer when payment is completed.

§ 6 EXISTING INTELLECTUAL PROPERTY RIGHTS

6.1. Each party shall remain the owner of its intellectual property (protected and unprotected) existing at the time of conclusion of the Contract.

6.2. For the duration and the purpose of the contract, the Customer shall grant to the Contractor a cost-free, non-transferable, sublicensable, and non-exclusive right of use of the existing intellectual property needed for the execution of the contract.

6.3. In case the Customer urgently needs intellectual property contributed by the Contractor for the contractual utilization of work results according to the contract, the Contractor, at the Customer's request, shall offer to the Customer a non-exclusive right of use on normal market terms, provided that this is not excluded by the rights of third parties and the Customer's request is made within six months upon the completion of the contract or, in case of a service contract, upon acceptance. The details shall be agreed upon by the parties in a separate agreement in writing.

§ 7 WORK RESULTS: INVENTIONS / PROPERTY RIGHTS / RIGHTS OF USE

7.1. Except for the patentable work results according to § 6.3, in particular inventions, the work results obtained from the execution of the contract shall be available to the Customer according to the regulations given below upon complete payment of the compensation agreed upon.

7.2. (Work results under copyright) In case the work results relating to the subject matter of the contract are protected by copyrights of the Contractor, he shall grant to the Customer a non-exclusive, temporarily and locally

unrestricted, and non-sublicensable right of use restricted to the subject matter of the contract.

7.3. (Commercial intellectual property rights) Any work results which are obtained from the execution of the contract by employees of the Contractor and can be protected by commercial property rights shall be due to the Contractor exclusively. When applying for the corresponding commercial property rights, the Contractor shall inform the Customer accordingly. Acts of use of information and objects obtained from the Contractor shall not constitute any right of prior use according to Article 12 of the German Patent Act.

7.4. In any case, the Contractor shall retain a non-exclusive, sublicensable, cost-free right of use of the work results that is unrestricted in terms of time, place, and subject matter. According to Article 42, No. 3 of the German Act on Inventions of Employees (ArbErfG), the inventors of the Contractor shall be granted each a non-exclusive right of use of the inventions made during the execution of the contract for teaching and research purposes.

7.5. By derogation from par. 7.2 (results under copyright), rights of use of work results (in particular drawings, drafts, and plans) and computer programs according to Article 69 of the Copyright Act (UrhG) shall only be granted in case of service contracts, if the creation or development of this work result or computer program directly represents the owed service or is a part hereof.

§ 8 LIMITED WARRANTY DISCLAIMER

iL is obliged to deliver goods with technical qualities, as agreed upon in written specifications. If there is no written specification, qualities must meet description of products by iL. Data on technical quantities are to be understood with a +/- of 10 percent deviation, if not explicitly stated as exact specification. In case iL is only reseller, not having modified the products, iL has no responsibility for any specifications of the product. In case, iL modifies the product, it has no responsibility for specifications given before by producer. In case iL advises customer on products, customer is not free of obligation to examine products according to their applicability for the intended use of the product by the customer. In case of defective products, customer needs to indicate defects to seller in written form. If shipment is agreed upon, customer is obliged to examine products concerning the labeling of the products according to the order. If customer indicates defects in time to seller, seller will remedy the

defects or deliver products without defects. If remedy of defects is not possible or objected, customer has legal rights. In case defects are not relevant or products have been sold or modified by customer, customer has the right to reduce the price accordingly.

Further claims are excluded according to regulations in § 8 and 9, especially claims to Compensation for consequential damages.

§ 9 LIMITATION OF WARRANTY

9.1. Warranty for damages out of non/performance of the contract, non/performance in negotiating and tort is given only in cases of intent and gross negligence.

9.2. In case of violation of major contractual obligations, the Contractor shall be liable for intent and negligence. In case of simple negligence, liability shall be limited to foreseeable, direct damage typical of this type of contract. Major contractual obligations shall be obligations protecting essential legal positions of the contract parties which have to be granted to them under the contract in terms of subject matter and purpose. Major contractual obligations shall also be obligations, whose proper fulfillment makes the due performance of the contract possible and on the compliance of which the contract partner regularly relied on.

9.3. The limitations/exclusions of liability shall not apply to claims according to the Product Liability Act, claims based on fraudulent behavior, liability for guaranteed characteristics, and the injury of life, body, or health.

9.4. The Customer shall indemnify the Contractor from claims of third parties in connection with the execution of the contract unless liability is based on intentional or grossly negligent acting of the Contractor.

9.5. To the extent to which liability of the Contractor is excluded or limited, this shall also apply to the personal liability of representatives and employees of the Contractor, and other persons whom he uses to perform his obligations.

§ 10 LIMITATION OF DAMAGES

Damages are limited to the amount of the contract volume.

§ 11 PROVISIONS FOR SERVICE CONTRACTS

11.1. (The Customer's obligation to accept) If the delivery/service has minor, insignificant defects, it shall be accepted by the Customer without prejudice of his rights outlined in the

following sections. If the Customer has made use of the service, acceptance shall be deemed to have been made, unless otherwise agreed upon.

11.2. (Remedy, substitute delivery/service, rescission, compensation)

11.2.1. In case of a defect, the Contractor shall be free to choose between a remedy by eliminating the defect or a substitute delivery/service.

11.2.2. In case remedy is unreasonable for or refused by the Contractor, or if remedy is delayed beyond an appropriate period of time or if it fails, the Customer shall be entitled to either rescind from the contractor or to reduce payment. Claims for damages based on defects shall be excluded. The provisions of Section 8 shall remain unaffected.

11.3. (Reduction of payment) In case of a minor defect only, the Customer shall only be entitled to reduce payment.

§ 12 GOVERNING LAW AND FORUM

All disputes arising out of this contract are to be submitted to the courts of Heidelberg.

This contract is governed and to be construed by German Law. The United Nations Convention on contracts for the international sale of goods shall not apply to any offer.

§ 13 CONFIDENTIALITY

13.1. Any documents and information obtained by one party from the other party during the execution of the contract and marked as confidential shall be treated confidentially and not disclosed to any third party for three years upon the end of the agreement.

13.2. Oral information shall be treated confidentially according to the above confidentiality obligations only, if it is designated confidential during communication and then summarized in writing, marked as confidential, and transmitted to the other party within a period of 30 days upon communication.

13.3. The above obligation of confidentiality shall not apply, if and to the extent to which the respective information/object is generally known, or becomes common knowledge without the fault of the receiving party, or is received by a third party without any obligation of confidentiality, or does already exist at the receiving party, or has been developed or is developed independently by the receiving party irrespective of communication or has to be disclosed due to a law or an administrative or legal order or if a legal right of publication cannot be restricted.

13.4. The Customer shall agree to the publication of the results obtained within the framework of the contract by the Contractor.

Publications containing confidential information and objects of the Customer shall require the Customer's approval that may not be refused without good reason. In case the Customer does not object to a publication submitted to him within a period of four weeks upon receipt of the documents, approval shall be deemed to have been given.

§ 14 LIMITATION PERIOD

14.1. In principle, any claims arising from this contract shall be subject to the legally specified limitation periods, unless otherwise agreed below.

14.2. By way of derogation from Section 11.1, claims based on defects of the subject matter of the contract shall be subject to a limitation period of one year upon the start of the legal limitation period according to Article 634a, par. I, No. 1 and No. 3, Civil Code. This shall also apply to consequential damage, unless this damage represents an injury of life, body, or health.

14.3. Also, by way of derogation from Section 11.1, the limitation period for other claims based on the violation of protection obligations not related to any defects shall be two years upon the start of the legal limitation period, unless these defects were caused by intent or gross negligence or represent an injury of life, body, or health.

14.4. Suspension of the limitation period due to ongoing negotiations according to Article 203, clause 1, Commercial Code, shall require the Customer to assert his claims in writing.

Unless expressly stated by the present AVB/LL, any other contractual or legal claims against the Contractor, in particular those for rescission, reduction of payment, or compensation of damage of any type, including damage not of the object delivered/service itself, shall be excluded.

§ 15 MISCELLANEOUS

The place of performance shall be the InnovationLab GmbH. Any disputes arising from the contract shall be referred to the court having jurisdiction in Heidelberg.

German law, but not the UN Convention Relating to a Uniform Law on the International Sale of Goods shall apply.

Other terms shall not be part of the contract, even if they are not denied expressly.

Art 5(1) of the AVB/LL will be substituted as following: "The customer will have complete ownership of all work results, in particular inventions, obtained from the execution of the contract after the complete payment of the compensation agreed upon."

§ 16 DATA PROCESSING

The Contractor shall have the right to process data in connection with the present contract according to the corresponding German legal regulations. The Contractor shall be obliged to observe data secrecy according to European Data Protection Directive of 26.02.2016. The Contractor shall assure that he commits his employees involved in the execution of the work to data secrecy in writing, unless they are obliged to maintain data secrecy anyway by collective agreements, individual agreements, or for other legal reasons.

§ 17 COMPLIANCE

The contract parties shall be obliged to observe German laws and regulations, in particular the relevant anti-corruption provisions. In addition, the contract parties shall be obliged to show a responsible and ethical behavior and respect for the staff, community, and the environment. Any additional regulations of a party in connection with ethics and prevention of corruption shall require explicit inclusion in the contract for being applicable to the other party as well. In the event that any provisions of the contract or these General Terms and Conditions shall be held invalid or unenforceable by a court of competent jurisdiction or by any future legislative or administrative action, such holding or action shall not negate the validity or enforceability of any other provisions thereof, but be replaced by a regulation that meets the economical aim of the contract regarding both parties best.

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