

Sysmex Deutschland GmbH's General Terms of Sale and Delivery

1. These General Terms of Sale and Delivery shall be applied to all contractual relationships between the customer and Sysmex Deutschland GmbH ("SDG" or "we" below). Possible customer terms are not accepted. Changes and additions to the contracts with our customers, as well as to these General Terms of Sale and Delivery must be in writing in order to be effective. No additional agreements have been made between the customer and us, and there are no oral representations beyond this contract and these General Terms of Sale and Delivery.
2. SDG is only obligated by the information in a written order confirmation prepared by SDG or in a written sales contract. Our price lists and printed items, such as brochures, are non-binding; we reserve the right to changes at any time.
3. The prices are in Euros, strictly net ex warehouse Hamburg/Norderstedt (ex-works, Incoterms 2010). If the circumstances on which our prices are based -- in particular our suppliers' prices or foreign exchange rates -- change significantly, such changes occurred after the contract has been signed, we are not responsible for the changes, and they could not be anticipated for calculations at the time the contract was signed, we can adjust our prices and/or delivery conditions to the changed circumstances. Significant are such changes as would, had we known them, have caused us not to sign the contract, or to sign the contract only with a different content.
4. If SDG cannot deliver to the customer or cannot do so on time due to unforeseeable events for which it is not responsible (acts of God, any type of interruption of operations, strikes, difficulties in procuring material, accidents, damage or loss during transport, etc.), the customer is not entitled to demand compensation for damages from SDG. If it becomes impossible to provide the service due to the unforeseeable event (Sec. 275 German Civil Code [BGB]), SDG and the customer are entitled to withdraw from the contract in full or in part due to the portion of the service not yet fulfilled.
5. Deliveries are in principle for the account and risk of the customer. The customer is invoiced separately for the cost of packaging, postage, freight, transport, insurance, installation and start of operations. This does not apply, if the scope of the contract includes delivery, as agreed upon with the customer in writing. In that case, the customer must accept shipments with transport damages only with reservation of rights, if the damage could be visible to him, and must make the shipment with original packaging available to the shipping company or the insurer of the shipment for return transport. In addition, the customer must promptly notify SDG of the damage.

6. The warranty period for devices shipped by SDG is one year for new devices or six months for used devices, in each case as of the installation date. Possible claims for defects are void if the device has not been used according to the contract or is operated with materials that have not been recommended by the manufacturer. Possible customer claims for defects against SDG consist of a claim to correct the defect or - at SDG's discretion - to ship an item free of defects. The customer retains the right to reduce the purchase price or withdraw from the contract - at his discretion - if the supplementary performance fails.
7. SDG is not responsible for damage that may have arisen for the customer, unless the damage is due to SDG's premeditation or gross negligence, or due to SDG's breach of a cardinal duty. Cardinal duties are those duties whose fulfilment enables the execution of the contract in the first place and for which the customer can regularly expect compliance. In case of minor negligence, the customer's claim for damages is limited to the damage that typically arises during business of that type. SDG's liability for premeditated or grossly negligent actions and for loss of life, physical injury and damage to health, as well as possible liability by SDG according to the Product Liability Act are not affected by the limits to liability and easing of the statute of limitations in these clauses 6 and 7.
8. Unless agreed to differently in writing, SDG's invoices are due immediately without early payment discount or any other discount. After 30 days from invoice receipt, the customer is in payment default without requiring a notice by SDG (Sec. 286, Para. 3 BGB). In that case, SDG can add interest in the amount of 9 percentage points above the base interest rate to the receivable as of the start of the default (Sec. 288, Para. 2 BGB). In addition, SDG may claim compensation for damages resulting from the delay in the amount of at least EUR 40.00 (Sec. 288, Para. 5 BGB), whereas the assertion of a further compensation claim remains reserved. The statutory provisions apply to our termination of a contract because the customer is in payment default.
9. The objects of the purchase remain the property of SDG (retention of title) until payment in full; pledging or a transfer of the objects by way of security prior to meeting all of SDG's claims arising from this contract is prohibited.
10. Reselling the goods to third parties is only permitted for authorized resellers during the regular course of business or with written consent from SDG. A reseller's receivables from a resale of the reserved goods shall already be assigned to us at this time as security for any and all SDG receivables arising from the business relationship with the customer (extended retention of title). The customer is authorized to collect the receivables assigned himself as long as he meets his payment obligations to SDG according to the contract. In case of a resale, customer pledges that he will arrange for a retention of title from his own customer.

11. Any intended return of devices and/or consumables by the customer must be coordinated with SDG, in particular with regard to shipping arrangements.
12. The customer shall at all times meet the clauses in the EG Dual Use Regulation No. 428/2009 in its then-applicable version, as well as the German Foreign Trade Ordinance, and shall indemnify and hold harmless SDG from claims of any type in case of infringement.
13. German law is applied exclusively to the contractual relationship between SDG and the customer. The jurisdiction for all disputes that arise in connection with this contract or as to its applicability shall be Norderstedt.
14. We strive to serve our customers to the best of our abilities and to settle possible disputes in good faith.

Sysmex Deutschland GmbH, Norderstedt, January
2015