

# General Terms and Conditions for Liquid Handling Station Services (AGB)

## BRAND GMBH + CO KG

### 1. General Provisions

- 1.1 These General Terms and Conditions (GTC) are intended only for use in business transactions with entrepreneurs.
- 1.2 These GTC apply to inspection and maintenance services as well as other service and work performances (hereinafter referred to as "Services") provided by BRAND GMBH + CO KG ("BRAND") under service contracts or based on individual assignments by the customer in connection with the Liquid Handling Station.
- 1.3 These GTC as well as the General Terms and Conditions for Orders Outside shop.brand.de of BRAND GMBH + CO KG (<https://www.brand.de/en/terms-and-conditions>) apply supplementarily and subordinately to the respective service offer and to any special contractual agreements with BRAND. In the event of contradictions between these GTC and the General Terms and Conditions for Orders Outside shop.brand.de of BRAND GMBH + CO KG, these GTC shall take precedence.
- 1.4 Other conditions shall not become part of the contract, even if BRAND does not expressly object to them. The customer can only rely on ancillary agreements made before or at the time of contract conclusion if these are promptly confirmed in writing. Amendments and supplements to the contract shall require the written form to be valid. The written form requirement itself may only be waived in writing. This does not apply to individual contractual agreements. The contractual language shall be German and/or English. In the case of deviations between the German version of these GTC and versions in other languages, the German version shall take precedence.

### 2. Contract Conclusion

- 2.1 Service Contract: A service contract that includes regularly recurring services ("service package") is concluded either through the signing of a corresponding service contract by BRAND and the customer or through a written order by the customer and receipt of a corresponding written order confirmation from BRAND by the customer.
- 2.2 Single Order: Services not included in a service package are separately commissioned by the customer via a written order. A binding contract is only concluded upon receipt of an order confirmation from BRAND by the customer. If additional services are commissioned during service operations, the performance of the service is equivalent to an order confirmation by BRAND.

### 3. Scope of Services

#### 3.1 Service Packages

- 3.1 The content and scope of the service package are derived from the service contract and any applicable additional conditions as well as these GTC, which form part of the service package. Service performances or spare parts deliveries offered by BRAND, but outside the scope owed under the specifically acquired service package, will be provided at the customer's request and billed based on the prices valid at the time of the service performance or replacement.
- 3.2 The service package includes monitoring and checking the functionality and operational safety of the device specified in the contract, free replacement of wear and spare parts listed in the respective appendix to the contract, as well as all necessary service operations to restore the operational readiness of the device specified in the contract in case of malfunction. Maintenance is carried out once a year after scheduling, usually on-site at the customer's location. A malfunction exists when the device, despite proper operation, is significantly limited in its main functions. The service fee covers the components required for this purpose, as long as they are listed in the respective appendix to the contract. Other repair and service work is not included in the scope of services unless otherwise agreed in the respective contract.
- 3.3 If the "Collect + Return Service" is used, the device is picked up from the customer and transported to a qualified service location (service partner or repair center). The Collect + Return Service may vary depending on the country. For collection, BRAND provides two options:
  - Collection by a logistics service provider commissioned by BRAND for service performances. The device is picked up at the customer's address (at the main entrance unless otherwise agreed). The customer must package the defective device either in the original packaging or in packaging of similar quality unless BRAND informs the customer that the logistics service provider will transport the device in its own transport boxes.
  - Issuance of a freight bill/prepaid shipping label for the customer, who then coordinates the collection themselves. The customer must package the device either in the original packaging or in packaging of similar quality before collection. After the services are completed, the device will be returned to the customer's location.

- 3.4 Unless expressly included in the service package, travel and, if applicable, overnight costs of BRAND service employees are not covered by the agreed service fee – except for operations under warranty. BRAND will inform the customer in text form of any additional costs before the service operation is performed.
- 3.5 Single Orders  
For single orders, the content and scope of services are determined by BRAND's offer or order confirmation and these GTC. Additional conditions for the service may arise from other documents that become part of the single order as an appendix or by reference in BRAND's offer or order confirmation.

### 4. Exclusions

- Unless explicitly agreed otherwise, the following services are not part of service packages but may be commissioned separately within single orders:
- a. The delivery of consumables;
  - b. Care and cleaning of the contract object as specified in the operating instructions;
  - c. The elimination of malfunctions and damages caused by improper operation, maintenance, cleaning, or other usage by the customer, by third-party influence, or by force majeure. The same applies to malfunctions and damages caused by environmental conditions at the installation site, failures or lack of electrical power supply, failure by the customer to perform maintenance and care duties (see Section 4.b), or other impacts not attributable to BRAND;
  - d. maintenance work resulting from incorrect operation, intentional or negligent damage, or modification of programs or data by the customer;
  - e. training and instruction of customer personnel; or
  - f. service performances outside the agreed intervals or service hours.

### 5. Service Performances by BRAND

- 5.1 Service performances are provided by BRAND from Monday to Friday, between 7:00 a.m. and 4:00 p.m. (excluding public holidays at the company's registered office). Inspection, maintenance, and/or repair requests submitted by the customer during the above times will be responded to within twenty-four (24) hours ("Response Time").
- 5.2 Service, maintenance, and/or repair requests must be submitted via the specified service number or by email to support-ah@brand.de.
- 5.3 The customer undertakes to adhere to agreed service appointments or to reschedule or cancel them in writing (email is sufficient) in good time (at least two business days before the appointment). If a cancellation or rescheduling occurs with less than two business days' notice, a service appointment covered by the service contract will be considered as completed. For service performances agreed outside of the service contract, BRAND reserves the right to charge the additional costs incurred (e.g., for personnel scheduling, travel, etc.). In justified exceptional cases (e.g., force majeure), BRAND may, at its sole discretion, deviate from the provisions of this Section 5.3.
- 5.4 BRAND may replace or repair defective wear parts and components at its sole discretion.

### 6. Customer's Duties to Cooperate

- 6.1 The customer shall fulfill the following duties to cooperate to ensure that BRAND can commence service performances on time and perform them without hindrance or interruption:
- 6.2 The customer shall ensure that the device specified in the contract is freely accessible and in a clean and decontaminated condition before the service is performed. Each maintenance, service, or repair operation requires the submission of a corresponding declaration of health safety by the customer (<https://www.brand.de/en/service-support/maintenance-and-calibration-service/>).
- 6.3 Where necessary, the customer shall provide utilities such as electricity and water free of charge.
- 6.4 The customer shall take all measures necessary to protect BRAND's service personnel and secure their property and BRAND's property.
- 6.5 The customer shall inform BRAND's service personnel about any existing safety risks and/or regulations.
- 6.6 If the customer fails to fulfill their duties to cooperate despite being requested to do so and given a deadline by BRAND, BRAND shall either be released from performing the service, procure the necessary materials itself, use the assistance of third parties, or perform the services itself. The choice of action rests with BRAND.
- 6.7 The customer shall ensure that BRAND's service personnel have a direct contact person available on-site, or alternatively by telephone, to promptly clarify and decide on further repair scope or progress.
- 6.8 If the customer does not fulfill their duties to cooperate, or does so inadequately or untimely, BRAND is entitled to charge the customer for the resulting additional costs. This includes, in particular, costs for waiting times of service personnel, additional travel costs, and costs for necessary additional service operations.

### 7. Prices and Payment Terms

- 7.1 The service fee payable for service performances is determined by the payment terms specified in the contract or the respective single order.
- 7.2 BRAND is entitled to adjust the service fee for service packages by written notification, with a notice period of four (4) months, to reflect changing market conditions, significant changes in procurement or labor costs, procurement prices, etc. In the event of price increases, the customer has the right to terminate the affected service package within four (4) weeks of receiving the notice of the price increase, with a one (1) month notice period to the end of the month.
- 7.3 The service fee and the stated prices are – unless otherwise agreed – net prices exclusive of VAT. The VAT will be invoiced at the rate applicable at the time of service performance.
- 7.4 Invoices are due immediately or at the specified time without deduction. The decisive factor is the receipt of payment. Bills of exchange and checks will be accepted only for processing and at the customer's expense.
- 7.5 If the customer is in default of payment, all claims of BRAND shall become due immediately, and BRAND shall not be obliged to make further deliveries from ongoing supply contracts.
- 7.6 In the case of default of payment, BRAND shall charge default interest at the statutory rate – subject to further claims for damages.
- 7.7 Liabilities owed to the customer (e.g., from credit notes) may be offset by BRAND against outstanding claims against the customer.
- 7.8 Offsetting by the Customer is not permitted unless offsetting involves undisputed or res judicata counter-claims or counter-claims for payment resulting from the right to refuse service according to Section 320, BGB.

### 8. Warranty

- 8.1 BRAND shall perform the agreed services with the diligence of a prudent businessman.
- 8.2 For repair services performed by BRAND or on behalf of BRAND, the warranty period is twelve (12) months, beginning with the acceptance of the work; if acceptance is excluded or has not occurred, the period begins upon completion of the work. The same applies to claims for damages, regardless of their legal basis.
- 8.3 The limitation periods under § 438 (1) Nos. 1 and 2 of the German Civil Code (BGB) and § 634a (1) No. 2 BGB remain unaffected. The restriction of the statute of limitations does not apply to claims based on the fraudulent concealment of a defect, to claims under the Product Liability Act, to damages resulting from injury to life, body, or health, and to other damages based on intent or gross negligence.
- 8.4 In the event of a justified notice of defect, BRAND shall initially be obliged only to supplementary performance. Subsequent performance shall, at BRAND's discretion, consist of either rectification or the creation of defect-free work. BRAND has the right to repeat the subsequent performance.
- 8.5 The customer's right to claim damages or reimbursement of futile expenses is limited in accordance with Section 10.
- 8.6 Warranty claims are excluded:
  - for consequences of improper handling or operation by the customer or persons commissioned by the customer;
  - for defects caused by the installation or connection of components (hardware or software) that were not supplied or approved in writing by BRAND;
  - for damages caused by the use of unsuitable or incompatible media during operation or cleaning.
- 8.6 The warranty period for installed or replaced (spare) parts is twelve (12) months and is determined in accordance with the provisions of the General Terms and Conditions of BRAND GMBH + CO KG (<https://www.brand.de/en/terms-and-conditions/brand-gmbh-co-kg-general-terms-and-conditions-for-orders-from-outside-shopbrandde>).

### 9. Term of Service Packages / Termination

- 9.1 The contract term begins with the handover of the device specified in the contract to the customer. If the customer is already in possession of the device, the contract term begins, unless the parties have expressly agreed on a different start date, on the conclusion date of the service package and has a minimum term of twenty-four (24) months. The contract will automatically renew for an additional twelve (12) months unless it is terminated with a notice period of one (1) month before the end of the current contract term.
- 9.2 If the customer transfers ownership of the device specified in the contract to a third party during the contract term or decommissions the device, this must be reported to BRAND immediately and proven through suitable measures. In this case, the contract ends at the end of the quarter following the notification. Service fees already paid will be refunded proportionately in these cases.
- 9.3 Each party is entitled to terminate a service contract without notice for good cause if the other party fails to fulfill a material contractual obligation – even after the expiration of a reasonable grace period. Insignificant breaches of duty do not justify extraordinary termination.
- 9.4 For BRAND, good cause for termination of a service contract exists, in particular, if:
  - a significant deterioration of the customer's financial situation has occurred, jeopardizing contract performance, or
  - the customer is in arrears with payments for more than 30 days and fails to make the due payment despite a grace period, or
  - additional service efforts (time and/or material) arise because modifications have been made to the serviced device without BRAND's prior approval, non-approved or incompatible components have been used, or the device has been relocated.
- 9.5 Termination must be made in writing.
- 9.6 In the event of termination, the customer is obligated to compensate for the service performances rendered up to the termination of the contract, as well as for the parts delivered and any additional costs incurred (e.g., travel costs, waiting times).

### 10. Liability

- 10.1 BRAND shall be liable without limitation for intent and gross negligence.
- 10.2 In cases of ordinary negligence, BRAND shall only be liable – except in cases of injury to life, body, or health – if essential contractual obligations are violated. These are obligations whose fulfillment enables the proper execution of the contract and on whose compliance the other party regularly relies and is entitled to rely (cardinal obligations). Liability is limited to the damage that BRAND could typically foresee at the time of contract conclusion based on the circumstances known at that time.
- 10.3 Liability for indirect and unforeseeable damages, production and operational downtime, lost profit, unrealized savings, and financial losses due to third-party claims is excluded in cases of ordinary negligence – except in cases of injury to life, body, or health.
- 10.4 BRAND's liability is excluded if the damage:
  - was caused by improper handling or operation by the customer or persons commissioned by the customer; and/or
  - was caused by the installation or connection of components (hardware or software) not supplied or approved by BRAND; and/or
  - was caused by the use of unsuitable or incompatible media during operation or cleaning.
- 10.5 Any further liability is excluded, regardless of the legal nature of the asserted claim. The above limitations or exclusions of liability do not apply to mandatory statutory liability (e.g., under the Product Liability Act) or liability arising from a no-fault guarantee.
- 10.6 Where liability is excluded or limited under this Section 10, this also applies to the personal liability of BRAND's employees, workers, representatives, organs, and vicarious agents.

### 11. Data Processing for Own Purposes

The customer agrees to the collection, processing, and use of their contact data for the purpose of executing the contractual relationship and maintaining business relationships with the customer. Contact data in this sense includes all business-related contact information made available to BRAND by the customer, particularly names, job titles, business addresses, business phone and fax numbers, as well as email addresses of employees or third parties.

### 12. General Provisions

- 12.1 The transfer of rights and obligations arising from service packages or single orders by the customer requires the written consent of BRAND.
- 12.2 Unless otherwise agreed, the place of performance is Wertheim (Germany).
- 12.3 The legal relations between the parties arising from or in connection with the services are governed by the laws of the Federal Republic of Germany, excluding the conflict of laws rules of international private law and the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- 12.4 The place of jurisdiction is the competent court in Frankfurt am Main. BRAND is also entitled to appeal to the court responsible for the customer's place of business. Furthermore, BRAND, as plaintiff, has the right to appeal to the arbitration court at the Chamber of Industry and Commerce (IHK) Frankfurt am Main. In this case, the arbitration court shall make a final decision on the dispute according to the rules of arbitration of the IHK Frankfurt am Main, excluding ordinary legal proceedings.