BioGenius / Terms and conditions
Status August 2025

I.
Area of application

1. The following general terms and conditions (referred to hereinafter as T&C) apply exclusively to all services, deliveries and other binding agreements in which BioGenius GmbH (hereinafter referred to as BIG) is a contractual party.

2. The following T&C also apply to cross-border contracts. The contractual party with a registered office or branch outside the territory of the Federal Republic of Germany hereby recognises their validity as agreed between the parties in accordance with § 27 EGBGB (introductory law to the German civil code).

3. Deviating, conflicting or supplementary T&C of domestic or cross-border customers are not a contractual part of the contract for which BIG has included these T&C. Deviations only apply if BIG has agreed in writing to third-party T&C and this has also occurred.

II.
Sale and delivery

1. The contract is concluded between the parties if BIG confirms the customer's order in writing within three business days after the order has been placed. The proof of dispatching the confirmation letter is significant for the timeliness of the confirmation. The confirmation may be sent by fax, email or normal post.

2. Insofar as BIG depends on supply services from third parties to fulfil the contract, the following applies.

    a) If the supplier fails to supply itself, the deadline for BIG to provide the service is extended by the number of days by which the self-supply process is delayed. If the delay is not acceptable to the customer or there is proof that he is no longer interested in BIG's service due to the delay, he must notify BIG of this in writing within 24 hours of BIG's announcement of the delay. In such a case, the contractual relationship is considered cancelled by mutual agreement without the ability to assert mutual claims for reimbursement of expenses or costs.

    b) However, should BIG be responsible for its suppliers failing to supply themselves on time, BIG must then compensate the customer for damages caused by the delay, as long as there is intent and gross negligence on BIG's part. Proving intent and gross negligence is incumbent on the customer. Any services provided in return are to be mutually refunded without interest if a concluded contract is subsequently nullified based on this provision of the T&C.

3. The transfer of risk for BIG's services occurs at the moment when the service is handed over to a carefully selected shipping company at BIG's business premises. BIG is free to choose the shipping method, unless otherwise agreed.

4. The customer will provide facilities and / or storage options to the extent that unauthorised third parties have no possibility of damaging, modifying or removing deliveries from BIG.

5. It is incumbent on BIG to provide evidence of the complete and intact handover of deliveries to the shipping company.

III.
Pricing

1. Prices of BIG's services are based on the respective quotation, the respective order confirmation and the service catalogues in their currently valid version.

2. Within the Federal Republic of Germany, prices are quoted free at the goods receiving point plus the applicable VAT. BIG will invoice any additional costs for packaging and transport separately.

3. Any costs for insuring deliveries will be charged if the customer requests insurance or it appears to be necessary from BIG's perspective.

4. The price of a service to be provided is calculated individually by BIG for each order or project. Price details in a quotation prepared by BIG and / or third parties authorised by BIG are always based on estimates of the required and projectable scope of services and are therefore non-binding as such. Anything else only applies if a fixed price has been agreed with the customer. In the case of non-binding pricing, BIG is entitled to assert justified and verifiable deviations in price from the original calculation.

5. If demonstrably increased costs occur for utilities, purchasing costs of materials and third-party services, wages and salaries after the order has been placed, BIG reserves the right to increase its specific order price. BIG must provide the corresponding proof. This does not apply to fixed price agreements concluded in writing.

6. All prices are quoted exclusive of the applicable VAT.

IV.
Retention of title

1. The retention of title regulated here serves to secure all the currently existing and future claims arising from the business relationship between BIG and the customer.

2. BIG retains ownership of the delivered goods until all receivables arising from the contractual relationship are paid in full. This also applies to future services, even if BIG does not refer to them explicitly. This applies furthermore to the customer's services and products, in which BIG's services and products have been integrated but not yet fully paid for. The customer's services and products are considered reserved goods until such time as the customer has paid in full for services and products that BIG has included in its end product, which he has requested and authorised.

3. The customer is obliged to treat the reserved goods with care until ownership has been transferred to him. He is particularly obliged to insure them properly at his own expense against theft, fire and water damage for their new value.

4. As long as ownership has not yet been transferred to the customer, BIG must be informed immediately in writing if the delivered reserved goods have been impounded or subject to other third-party interventions. In addition, the customer shall immediately notify third parties who assert their own rights to the reserved goods that the reserved goods are BIG's property. He is also obliged to submit all the information and documents to BIG that are required for what is referred to as a third-party objection suit in accordance with § 771 ZPO by BIG. If the third party is unable to reimburse BIG for the court and out of court costs of a lawsuit in accordance with § 771 ZPO, the customer is liable for the losses that BIG incurs.

5. If the customer treats or processes the reserved goods, this is carried out in the name and on behalf of BIG. In this case, the customer's expectant right to the reserved goods continues to apply to the treated or processed reserve goods. If the reserve goods are processed with other goods that are not BIG's property, BIG acquires co-ownership of the new item in the ratio of the final invoice amount of its own reserved goods to the other processed items at the time of processing. The same applies in the event of mixing.

6. The customer is authorised to resell the reserved goods in the normal course of business. The customer's receivables arising from the resale of the reserved goods are hereby assigned to BIG and in line with the final invoice amount (including VAT) of BIG's outstanding accounts. The assignment applies regardless of whether the reserved goods have been resold without or after being processed by the customer. The customer remains entitled to collect the outstanding accounts even after assignment.

7. If BIG withdraws from the contract due to any breach of contract by the customer – in particular default in payment - BIG is entitled to demand the return of the reserved goods.

V.
Standard of care / supplementary performance

1. BIG provides its service with the diligence of a prudent businessman and scientist while taking account of the state of the art applicable at the time the contract was concluded as well as all the applicable, mandatory, statutory and sub-statutory provisions under German law. BIG is liable to comply with the generally recognised rules of technology and care customary in the industry.

2. If a service provided by BIG is defective, the customer has the right to receive supplementary performance. This claim must be asserted to BIG in writing without delay.

3. Objections to the content of a product (report or expert opinion) must be submitted in writing and specified immediately, no later than within 28 calendar days of receiving the product.

4. If the customer has not raised any objections to BIG's service before the designated deadline, the service shall be considered duly accepted.

5. In the event of a request for subsequent performance, the customer grants BIG a timeframe to be agreed in each individual case to carry out the subsequent performance work. If they fail to reach an agreement on the timeframe, the technically reasonable and customary time in the industry is considered to have been agreed.

6. Otherwise, the limitations of liability apply in accordance with these T&C.

VI.
Standard of liability

1. BIG is liable only for intent and gross negligence. This also applies to any misconduct by vicarious agents or assistants.

2. BIG's liability for damage is limited in extent to the foreseeable, contract-typical, immediate average damage for this type of service.

3. BIG's liability for damage arising from injury to life, limb or health, which is based on a negligent breach of duty by BIG or a legal representative or vicarious agent, corresponds to the general statutory provisions without liability limitations as per these T&C.

VII.
Confidentiality

1. All the documents and information transmitted by either contractual party remain their material or intellectual property. Documents shall be returned to the contractual party along with any copies made of them upon a first request in writing.

2. Both contractual parties are obliged to keep confidential any circumstances that they acquire knowledge of in the course of executing an individual order or general agreement. Exempted from this is information that the other contractual party clearly and verifiably has no interest in keeping confidential.

3. No confidentiality obligation exists for information that

   - Was already known to the contractual party from other sources

   - Or was made known by a third party authorised to disclose it

   - Or is to be disclosed by the contractual party based on a legally binding, judicial or official order or a statutory or mandatory sub-statutory standard

   - Or represents the state of the art

   - Or can be taken from generally accessible sources of information of any kind.

4. Both contractual parties will oblige their respective employees and vicarious agents to comply with the confidentiality obligation and impose it on their partners.

5. The standard of liability for compliance with the confidentiality obligation is the care taken by the contractual party to keep their own sensitive data confidential. However, the minimum standard is the diligence of a prudent businessman / scientist.

6. The confidentiality term is four years.

VIII.
Delivery of samples and retention obligation

1. The customer bears the costs and risk for the delivery of samples, unless other written agreements have been made in the context of the contractual relationship.

2. If shipped by the customer, samples must be packaged and labelled properly, while taking account of the statutory provisions and the instructions issued by BIG. The sample should be insured if necessary if BIG desires this or if it has to appear necessary to maintain the diligence of a prudent businessman from the customer's perspective.

3. The customer is liable for any damage that can be traced back to dangers associated with the samples.

4. The customer is obliged to verifiably notify BIG of any warnings and handling instructions he is aware of.

5. Samples are stored for as long as their condition and state of the art allow for this during storage, unless otherwise agreed. In addition, the statutory storage regulations for samples and test materials apply.

6. Unless otherwise agreed, the customer bears the costs of disposal or return of stored or retained samples to the customer. BIG will dispose of them in accordance with the applicable statutory provisions.

IX.
Data protection

1. As long as BIG becomes aware of customer data in the context of the contractual relationship, the use of data to implement the contract is allowed in accordance with § 28 paragraph 1 no. 1 BDSG and is expressly permitted by the customer.

2. BIG is not entitled to use customer data for promotional purposes. The same applies vice versa for the customer with BIG’s data. If the business contact is to be used in an image brochure, the consent of the other contractual party must be obtained in each case, regardless of the form of media in which this image brochure is to be created.

X.
Jurisdiction / applicable law

1. The parties agree that German law applies to the conclusion of the contract, the implementation of the contract, in the event of disruptions to services and issues of compensation.

2. In the event of any legal disputes, the parties agree that the district court of Bergisch Gladbach or the district court of Cologne will be the place of jurisdiction.

XI.
Set-off / retention

1. The customer can only declare offsetting against claims by BIG if his counterclaims have been legally established or are undisputed.

2. The above paragraph applies analogously to the assertion of the right to retention by the customer and the raising of an objection to non-fulfilment of the contract.

XII.
General provisions

1. The parties agree on the written form requirement for all agreements in the context of the conclusion of the contract and its implementation.

2. The written form requirement cannot be annulled verbally or tacitly but again only in writing.

3. Should a provision of these T&C be or become invalid or void, the T&C shall otherwise remain unaffected. The statutory provisions also apply. The parties agree that in addition to the individually agreed part of the contract, the T&C shall also remain valid in the event that individual provisions are invalid or void, provided that the T&C are otherwise not subject to any doubts about their effectiveness.