



Terms and conditions

Version 05/2005



## Terms and conditions

---

**Chiracon GmbH**

Im Biotechnologiepark 9, 14943 Luckenwalde  
Tel: + 49 (0) 3371 / 400 2 400  
E-Mail: [info@Chiracon.de](mailto:info@Chiracon.de)  
Web: [www.Chiracon.de](http://www.Chiracon.de)


**CEO**

Dr. Ralf Zuhse

Registered office: Luckenwalde  
Register court: Amtsgericht Potsdam  
Commercial register: HRB 12233  
USt-IdNr.: DE 198 781 297

**Bank account**

VR-Bank Fläming eG  
IBAN: DE14 1606 2008 2108 3410 00  
BIC: GENODEF1LUK

	<p>Terms and conditions</p>	
		<p>Version 05/2005</p>

## 1. Scope

These Standard Terms and Conditions of Delivery shall apply to all individual contracts (hereinafter "CONTRACT") for the provision of services (hereinafter "SERVICES") as well as the delivery of goods, including those manufactured within the scope of a SERVICE (hereinafter "PRODUCTS") (deliveries of goods and SERVICES together hereinafter "DELIVERIES"), which Chiracon provides to its customers (hereinafter "CUSTOMERS").

## 2. Third-party general terms and conditions

Chiracon hereby rejects any deviating general terms and conditions of the CUSTOMER, unless their validity has been expressly agreed to in writing. Such consent shall only apply to the respective CONTRACT and in particular not to previous or future DELIVERIES.

## 3. Orders / Terms of Delivery

Orders shall only bind Chiracon if they have been confirmed by Chiracon in writing. Deliveries of PRODUCTS shall be Ex Works Luckenwalde (Incoterms 2000). Delivery dates shall only bind Chiracon if they are made in writing. We reserve the right to make partial deliveries. Any obligation to deliver DELIVERIES is subject to (a) sufficient and timely self-supply and (b) the determination, at Chiracon's discretion, that the ordered PRODUCTS are safe to use and freely tradable.

If a delivery of PRODUCTS is delayed beyond an agreed delivery date for reasons for which Chiracon is not responsible, Chiracon shall inform the CUSTOMER immediately. Both parties are entitled to withdraw from the CONTRACT unless Chiracon delivers the PRODUCT within a further two weeks.

## 4. Quality of the PRODUCTS and DELIVERIES, no guarantee T

The CUSTOMER is aware that the PRODUCTS are chemical/biological materials of an experimental and novel nature, which are therefore subject to quality fluctuations that are beyond the control of Chiracon. The PRODUCTS are only manufactured in accordance with GMP on the basis of a separate written agreement. Even if Chiracon applies high quality standards to its services, it only assumes liability for the delivery of PRODUCTS of average type and quality.

Quality guarantees regarding the PRODUCTS require an explicit and written declaration in any case. Chiracon guarantees the durability of the PRODUCTS exclusively in accordance with the specifications sent to the CUSTOMER. Public statements on the quality of the PRODUCTS in publications of Chiracon do not constitute a guarantee.

## 5. Scope of use, ownership rights of the CUSTOMER

Upon payment of the agreed amounts, the CUSTOMER acquires the CUSTOMER acquires ownership of the PRODUCTS. The CUSTOMER is not authorised to reproduce or multiply the PRODUCTS. The use of any know-how provided by Chiracon is only permitted after payment of the agreed remuneration and only on the basis of a separate written authorisation. The PRODUCTS may not be used for application on humans, in clinical studies or for diagnostic purposes on humans without the prior written consent of Chiracon. Unless the parties agree otherwise in writing when the order is placed, the CUSTOMER acquires ownership of the PRODUCTS delivered in addition to the delivered PRODUCTS, the CUSTOMER does not acquire any rights to the data, information and/or objects delivered or of which he becomes aware during the execution of the order. Copyrights and other intellectual property rights shall remain exclusively with Chiracon.

---

### Chiracon GmbH

Im Biotechnologiepark 9, 14943 Luckenwalde  
 Tel: + 49 (0) 3371 / 400 2 400  
 E-Mail: [info@Chiracon.de](mailto:info@Chiracon.de)  
 Web: [www.Chiracon.de](http://www.Chiracon.de)


### CEO

Dr. Ralf Zuhse

Registered office: Luckenwalde  
 Register court: Amtsgericht Potsdam  
 Commercial register: HRB 12233  
 USt-IdNr.: DE 198 781 297

### Bank account

VR-Bank Fläming eG  
 IBAN: DE14 1606 2008 2108 3410 00  
 BIC: GENODEF1LUK

	Terms and conditions	Version 05/2005

## 6. Inspection upon delivery

The CUSTOMER shall inspect all PRODUCTS immediately upon delivery to ensure that they are complete and free of defects. Defects and shortages must be reported to Chiracon immediately, at the latest within 7 (seven) working days from the date of delivery.

## 7. Additional Terms and Conditions for SERVICES

Chiracon shall provide SERVICES to the best of its to the best of Chiracon's general technical knowledge and specific expertise. Chiracon cannot assume any guarantee of success or liability for the success sought by the CUSTOMER. SERVICES shall be provided by Chiracon on the basis of the data provided by the CUSTOMER. Chiracon does not check the data for suitability. Additional costs incurred by Chiracon as a result of incomplete, incorrect or unsuitable data shall be invoiced separately by Chiracon in accordance with the general prices applicable at the time of performance. CUSTOMER shall be solely responsible for ensuring that the data and the SERVICES to be provided by Chiracon

CUSTOMER shall be solely responsible for ensuring that the data and the SERVICES to be provided by Chiracon do not infringe the rights of third parties; CUSTOMER shall indemnify Chiracon against claims of third parties upon first request.

If the CUSTOMER requests changes to the scope of the SERVICE after the order has been placed, Chiracon shall make every effort to fulfil these requests. The additional costs - less saved expenses - shall be invoiced by Chiracon to the CUSTOMER at the prices valid at the time of performance.

CUSTOMER shall be entitled to terminate the SERVICES at any time with one month's notice to the end of the month. If Chiracon is not in breach of contract and the CUSTOMER wishes to terminate the SERVICES immediately, Chiracon shall be entitled to demand 50% of the outstanding balance in addition to the instalments due under the CONTRACT until termination, unless the CUSTOMER proves that the expenses saved by Chiracon exceed 50% of the balance or that its loss is less than 50%.

## 8. Amendments / modifications to these GTC

Chiracon reserves the right to amend these standard terms of delivery by unilateral notification with one month's notice. The amended terms and conditions shall apply between the parties if the CUSTOMER does not object to the amendments within one month of receiving the amended provisions in writing or by e-mail. If the CUSTOMER objects to the amendments, the original version shall apply to this CUSTOMER; however, Chiracon shall be entitled to terminate contracts that have not yet been completely fulfilled.

## 9. Terms of payment

All invoices are payable immediately and without deduction, unless otherwise agreed. All prices quoted are exclusive of the statutory value added tax applicable at the time of invoicing. All PRODUCTS shall be invoiced on the basis of the price list valid at the time of conclusion of the contract.

## 10. Interest on maturity

Chiracon's monetary claims shall bear interest at 8 percentage points above the respective base interest rate pursuant to § 247 BGB from the due date.

## 11. Offsetting/retention

The CUSTOMER shall only be entitled to offset and to assert rights of retention only if the underlying counterclaims are undisputed or have been recognised by declaratory judgement.

---

### Chiracon GmbH

Im Biotechnologiepark 9, 14943 Luckenwalde  
Tel: + 49 (0) 3371 / 400 2 400  
E-Mail: [info@Chiracon.de](mailto:info@Chiracon.de)  
Web: [www.Chiracon.de](http://www.Chiracon.de)


### CEO

Dr. Ralf Zuhse

Registered office: Luckenwalde  
Register court: Amtsgericht Potsdam  
Commercial register: HRB 12233  
USt-IdNr.: DE 198 781 297

### Bank account

VR-Bank Fläming eG  
IBAN: DE14 1606 2008 2108 3410 00  
BIC: GENODEF1LUK

	Terms and conditions	Version 05/2005

## 12. Material defects and defects of title

The CUSTOMER's claims for defects of DELIVERIES of Chiracon, including deviations from an agreed quality and from the infringement of third-party rights (collectively "DEFECTS") are limited as follows:

Claims shall be excluded to the extent that the DEFECT in question only insignificantly limits the suitability of the PRODUCT or the DELIVERY for the purpose owed. Otherwise, claims are excluded insofar as they are based on

- (a) specifications of the CUSTOMER for the manufacture of the PRODUCTS;
- (b) the use of the PRODUCT contrary to the relevant provisions or the specifications published by Chiracon or third parties;
- (c) any modification or use of the PRODUCT by the CUSTOMER deviating from the contractual purpose, unless Chiracon has given its prior written consent to such modification or use,
- (d) the experimental nature of the PRODUCT.

Claims based on an infringement of the rights of third parties are otherwise excluded if

- (a) the CUSTOMER has used the PRODUCTS outside the country of the delivery address, or
- (b) the third party claims an indirect patent infringement and Chiracon has not expressly offered the PRODUCT for use in accordance with the invention, or
- (c) the CUSTOMER does not cooperate with Chiracon in the defence against such claims of third parties.

Chiracon reserves the right to choose the type of subsequent fulfilment.

## 13. Limitation of liability

Chiracon, its employees and vicarious agents shall only be liable for contractual or non-contractual damages if the damage is due to intent or gross negligence. In the event of injury to (i) life, limb or health of a natural person, and (ii) cardinal contractual obligations, Chiracon shall also be liable for simple negligence. In the event of a breach of cardinal obligations, liability is limited to the damage foreseeable at the time the CONTRACT was signed. Chiracon shall not be liable for damages caused by PRODUCTS or SERVICES that could have been prevented by their regular inspection. Any claims arising from product liability law or other mandatory laws shall remain unaffected.

Chiracon is not liable for damages resulting from orders of PRODUCTS which are not delivered by Chiracon according to No. 3 due to health hazards or limited marketability.

## 14. Limitation period

All claims against Chiracon shall become time-barred after 12 months. This shall not apply if defects have been fraudulently concealed or if claims for damages are based on intent or gross negligence or for claims for culpable injury to life, limb or health of a natural person. The statutory provisions shall apply to the commencement of the limitation period.

---

### Chiracon GmbH

Im Biotechnologiepark 9, 14943 Luckenwalde  
Tel: + 49 (0) 3371 / 400 2 400  
E-Mail: [info@Chiracon.de](mailto:info@Chiracon.de)  
Web: [www.Chiracon.de](http://www.Chiracon.de)


### CEO

Dr. Ralf Zuhse

Registered office: Luckenwalde  
Register court: Amtsgericht Potsdam  
Commercial register: HRB 12233  
USt-IdNr.: DE 198 781 297

### Bank account

VR-Bank Fläming eG  
IBAN: DE14 1606 2008 2108 3410 00  
BIC: GENODEF1LUK

	Terms and conditions	
		Version 05/2005

### 15. Severability clause

Should provisions of a CONTRACT or these Standard Terms and Conditions of Delivery be or become invalid, this shall not affect the validity of the remaining provisions. In place of the invalid provision, the provision that comes closest to the economic purpose of the invalid provision shall be deemed to have been agreed.

### 16. Applicable law

All CONTRACTS and these Standard Terms of Delivery shall be governed by German substantive law to the exclusion of the provisions of the UN Convention on Contracts for the International Sale of Goods.

### 17. Place of jurisdiction

a) CUSTOMERS domiciled in the EU or EEA: Berlin shall be the exclusive place of jurisdiction for all disputes arising out of or in connection with a CONTRACT or these Standard Terms of Delivery.

b) CUSTOMERS based outside the EU or EEA: For all disputes arising from or in connection with a CONTRACT or these Standard Terms and Conditions of Delivery, the jurisdiction of the ICC, Paris, is agreed. The place of arbitration shall be Paris, France, unless the parties agree otherwise in writing. The language of the arbitration shall be English.

The right of either party to apply for interim relief before the courts having jurisdiction under the general rules shall remain unaffected.

---

#### Chiracon GmbH

Im Biotechnologiepark 9, 14943 Luckenwalde  
Tel: + 49 (0) 3371 / 400 2 400  
E-Mail: [info@Chiracon.de](mailto:info@Chiracon.de)  
Web: [www.Chiracon.de](http://www.Chiracon.de)

#### CEO

Dr. Ralf Zuhse

Registered office: Luckenwalde  
Register court: Amtsgericht Potsdam  
Commercial register: HRB 12233  
USt-IdNr.: DE 198 781 297

#### Bank account

VR-Bank Fläming eG  
IBAN: DE14 1606 2008 2108 3410 00  
BIC: GENODEF1LUK