

1. Introductory provisions

- 1.1. **Applicability.** These warranty terms and conditions (hereinafter referred to as the “WTC”) govern the conditions and the scope of warranty provided by the company Erba Lachema s.r.o., ID No.: 269 18 846, with its registered office at Brno, Karásek 2219/1d, Zip Code 621 00, Czech Republic (hereinafter referred to as the “Supplier”), on goods supplied by the Supplier based on agreements to entities acting in the legal relationship with the Supplier as the customer, client, distributor or the buyer, particularly in legal relations mainly based on distribution agreements, purchase agreements, contracts for work, service agreements or agreements with similar subject-matter including framework agreements on repeated partial supplies in the form of confirmed orders carried out with the subject-matter as defined above (hereinafter referred to as the “Buyer”), as well as the process of handling claims brought by the Buyer due to defects of the goods (hereinafter referred to as the “Goods”) supplied by the Supplier to the Buyer.

2. Warranty on devices

- 2.1. **Subject-matter.** This part of the WTC pertains to the equipment and instrument supplied by the Supplier to the Buyer (hereinafter referred to as the “Device”).
- 2.2. **Warranty term.** The Supplier hereby warrants to the Buyer that the Device shall remain free from any defects as well as fit for the agreed / regular use under the terms stipulated below. The warranty term amounts to 12 months from the initial installation of the Device, however at the most 15 months from invoice date of the Device, unless set otherwise by the Supplier within the warranty certificate pertaining to the Device or agreed otherwise between the Supplier and the Buyer in writing.
- 2.3. **Installation by Buyer.** In case the installation of the Device is ensured by the Buyer, the warranty by the Supplier is provided only under the condition that the Device is installed by a party authorized to install the Device by the Supplier, and under the condition that a properly filled out installation protocol relating to the particular type of Device, available at <https://support.erbamannheim.com/kb/0> is delivered to the Supplier. In case of change of installation of the Device, the Buyer is obligated to fill out a new installation protocol, otherwise the warranty obligation of the Supplier ceases to exist.
- 2.4. **Service care.** For Devices, for which the Supplier prescribes service care (meaning periodical servicing etc.), the Buyer is obligated to ensure preventive service care of such Device by a party authorized by the Supplier and/or execute such services himself, if authorized thereto by the Supplier, and do so periodically in the scope set for the particular type of Device (available at <https://support.erbamannheim.com/kb/0>). Warranty by the Supplier is provided only under the condition that the prescribed service care is complied with.
- 2.5. **Manner of resolution.** In case of a justified warranty claim of the Device as established and notified to the Buyer according to art. 4.6. of these WTC, the Supplier shall, at its own discretion, remove the defect by delivering a perfect replacement part to the Buyer. Upon Supplier's request included in the notification according to art. 4.6. of these WTC, the Buyer is obligated to return the defective part prior to the dispatch of the replacement part at least within 30 days from the notification according to art. 4.6. of these WTC. The replacement part shall be dispatched by the Supplier to the Buyer within reasonable time from the notification of establishing the justifiability of the warranty claim by the Supplier to the Buyer according to art. 4.6. of these WTC, or within 10 business days of obtaining the defective part, if required by the Supplier, as long as the Supplier has the replacement part in question in stock.

In case of a justified claim, the Supplier covers the transport costs connected with the delivery of the replacement part to the Buyer. In a case the 30 days period to return the defective part upon Supplier's request not be met, the Supplier shall be entitled to charge the Buyer for the transport costs connected with the delivery of the replacement

part to the Buyer. In case the delivery of a replacement part is not possible, the Supplier may provide the Buyer with a discount from the purchase price. In case of the delivery of the perfect replacement part to the Buyer the original warranty on the Device remains unaffected; thus, the Supplier does not provide a new warranty on the claimed Device.

3. Warranty on reagents and consumables

- 3.1. **Subject-matter.** This part of the WTC refers to reagents and consumables supplied by the Supplier to the Buyer, which are marked with a period of application or expiration / shelf life (hereinafter referred to as “Consumables”).
- 3.2. **Warranty term.** The Supplier hereby warrants that the Consumables shall stay fit for the agreed / regular use under the terms specified herein. Warranty of the Consumables applies until their expiration date or expiration of their shelf life as indicated on the Consumables or on the packaging thereof.
- 3.3. **Transportation.** Warranty on Consumables is subject to Buyer's compliance with the transportation and storage conditions, as well as storage terms applicable following the opening of the Consumables seal as stated on the packaging of the Consumables and/or in the instructions of the set.
- 3.4. **Manner of resolution.** In case of a justified warranty claim of the Consumables as established and notified to the Buyer according to art. 4.6. of these WTC, the Supplier shall, at its own discretion, substitute defective Consumables by delivering a perfect replacement product to the Buyer. Upon Supplier's request included, the Buyer is obligated to return the defective product prior to the dispatch of the replacement product at least within 30 days from received Supplier's request. The replacement product shall be dispatched by the Supplier to the Buyer within reasonable time from the notification of establishing the justifiability of the warranty claim by the Supplier to the Buyer according to art. 4.6. of these WTC, or within 10 business days of obtaining the defective product, if required by the Supplier, as long as the Supplier has the replacement product in question in stock.

In case of a justified claim, the Supplier covers the transport costs connected with the delivery of the replacement product to the Buyer. In a case the 30 days period to return the defective product upon Supplier's request not be met, the Supplier shall be entitled to charge the Buyer for the transport costs connected with the delivery of the replacement product to the Buyer. In case the delivery of a replacement product is not possible, the Supplier may provide the Buyer with a discount from the purchase price.

4. Common provisions

- 4.1. **Subject-matter.** This part of the WTC pertains jointly to the Goods stated in articles 2. And 3. of these WTC. The Supplier does not provide a warranty on products not covered by articles 2. and 3. of these WTC.
- 4.2. **Exclusion of warranty.** Warranty does not apply to defects resulting from unprofessional or incorrect transport, storage, manipulation, operation, or use of the Goods contrary to requirements as stated on the packaging and/or in the instructions as provided by the Supplier, defects caused by electrostatic discharge, surge or lightning strike, defects caused by excessive mechanical wear and tear, defects caused by unprofessional or defective assembly or installation of spare parts, defects caused by the use of Consumables not supplied and / or not approved by the Supplier, defects of software of the Goods as a result of the intervention of the Buyer or of a third party, defects resulting from circumstances excluding liability. Warranty further does not apply to Consumables and to parts of the Device, which are specified for each particular type of Device (see <https://support.erbamannheim.com>) and to parts for which a shorter period of application is stipulated as indicated directly on the part or its packaging by the Supplier or the manufacturer. Liability of the Supplier for defects of Goods covered by the warranty does not arise if such defects were caused after the transfer of risk of damages to the Goods by external events. The warranty claims of the Buyer cease to

exist if the Buyer fails to prove that the defects or damage arose directly or indirectly as a result of neglected care for the Goods and proper care for the Goods could not have prevented the damage.

- 4.3. Inspection by Buyer. The Buyer is obligated to inspect the Goods delivered by the Supplier with due professional care as soon as possible following the transfer of the risk of damages, no later than 3 days after the delivery of the Goods. The Buyer is obligated to notify the Supplier of all detected defects without delay, no later than within 3 days following their discovery by filling out the interactive form available at <https://support.erbamannheim.com>, otherwise the warranty claim of the Buyer from such defect shall not be recognized.
- 4.4. Confirmation by Supplier. The Supplier shall confirm the receipt of the warranty claim within 7 business days of its delivery.
- 4.5. Cooperation by Buyer. The Buyer is obligated to deliver the defective part of the Device according to art. 2.5. of these WTC or a sample of the defective Consumable supply batch affected according to art. 3.4. of these WTC which is the subject of the claim, upon the request of the Supplier, in order for the Supplier to assess the justification of the claim. Warranty claim handling by the Supplier in relation to Consumables is also subject to the provision of data regarding application results and measurements.
- 4.6. Result of assessment. The Supplier shall decide on whether the claim is justified or not and notify the Buyer of his finding regarding the justifiability / unjustifiability of the warranty claim of the Buyer in writing within 30 days following the receipt of the respective warranty claim or receiving the defective part of the Device or a sample of the defective Consumable if requested per art. 4.5. of these WTC, as long as it is technically possible.
- 4.7. Unjustified claim. If the Buyer files an unjustified warranty claim, meaning mainly in case where there was no defect to the Goods, defect is not covered by the warranty etc., then the Buyer is obligated to compensate the Supplier all expenses incurred in connection to the transport of the Goods to the place of warranty claim settlement and back, travel expenses of the employees of the Supplier or authorized personnel, work expenses incurred in connection to the inspection of Goods, expenses on disassembling and repeated installation of the Goods as well as any other incurred costs.
- 4.8. Buyer – distributor. If the Buyer is an additional distributor of the Goods and the defect occurred at the (end) customer of the distributor, the Supplier is not obliged to compensate the Buyer for the expenses connected to the removal of defects of the Goods by the (end) customer of such Buyer – distributor.
- 4.9. Delay of Buyer. The Supplier is not obligated to fulfil his warranty obligations towards the Buyer during the period of time when the Buyer is in delay with the performance of any obligations towards the Supplier and likewise the Supplier is not responsible for any damage resulting in the given connection. In case the Buyer is in delay with the performance of any obligation towards the Supplier for more than 60 days, all warranty obligations of the Supplier towards the Buyer shall expire. Any potential defects of the Goods do not release the Buyer from his obligation to pay the purchase price for such Goods to the Supplier.
- 4.10. Governing law and dispute resolution. These WTC are governed by the governing law set forth in the relevant agreement on the supply of the respective Goods. Disputes arising from these WTC shall be settled in the venue and under the conditions set forth in the relevant agreement on the supply of the respective Goods.
- 4.11. Force and effect. These WTC shall become valid and effective on the signature of related Distributor agreement. The Supplier is entitled to unilaterally modify these WTC. The Supplier shall notify the Buyer of any modifications of these WTC via e-mail prior to the effective date of the new WTC.