

SARTORIUS

Standard Terms and Conditions of Sales of Goods and Services for Slovenian entities

Za slovenske pogodbe, slovenska verzija pogojev (stran 16-31) prevlada v primeru razlik med slovenskim in angleškim besedilom. Pri pogodbah, kjer so stranke iz 2 ali več različnih držav ima prednost angleška različica (strani 1-15).

For domestic contracts, the Slovenian version of the GTC (pages 16-35) shall prevail in the event of divergence between the Slovenian and English text. For contracts of a cross-border nature, the English-language version (pages 1-15) shall take precedence.

PART I- GENERAL TERMS AND CONDITIONS

1) ACCEPTANCE, SCOPE AND STRUCTURE OF THESE TERMS

- a) These general terms and conditions of sale ("GTC") apply to the sale of the Goods (as hereinafter defined) and Services (as hereinafter defined) as set out in the Quotation provided by the Sartorius entity ("Sartorius"), to which these terms are appended (the "Quotation"). The Quotation defines the Price, Delivery and any other special conditions which will apply. Sartorius shall supply and the Customer (as hereinafter defined) agrees to purchase the Goods and (if applicable) the Services in accordance with and on the basis of these GTC which together with the Specifications (as hereinafter defined) and the Quotation constitutes the "Agreement".
- b) The Agreement comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. This Agreement prevails over any of Customer's general terms and conditions of purchase regardless whether or when Customer has submitted such other terms. Fulfilment of Customer's order does not constitute acceptance of Customer's terms and conditions and does not serve to modify or amend this Agreement.
- c) These GTC contain three (3) parts (each, a "Part" and collectively the "Parts"). Part I contains "General Terms and Conditions," which shall be applicable to all sales of Goods and Services. Part II of this Agreement contains "Terms and Conditions for Sale of Goods," which shall be applicable to the sales of Goods, as the case may be, in addition to the provisions of Section I.

Part III of this Agreement contains "Terms and Conditions Sale of Services," which shall be applicable to sales of Services, as the case may be, in addition to the provisions of Section I.

- d) Any of the following shall constitute Customer's unqualified acceptance of these GTC: (i) written acknowledgement of these GTC; (ii) issuance or assignment of a purchase order for the Good(s) or Services thereunder; (iii) acceptance of any shipment or delivery of Good(s) or provision of Services thereunder; (iv) payment for any of the Good(s) or Service(s); (v) the date when Customer has downloaded or installed a Software or (vi) any other act or expression of acceptance by Customer. Notwithstanding anything herein to the contrary, if a written contract signed by both parties is in existence covering the sale of the Goods or Services covered by the Quote, the terms and conditions in such contract shall prevail to the extent they are inconsistent with these GTC.
- e) These GTC shall only apply vis-à-vis commercial customers and with respect to commercial transactions.
- f) No variation to these GTC shall be binding unless agreed in Writing between the authorized Representatives of the Customer and Sartorius.

2) DEFINITIONS

In these GTC:

"Affiliate" means any individual or entity directly or indirectly (i) controlling, (ii) controlled by, or (iii) under common control with the ultimate parent company of such Party. For purposes of this definition, "control" means the direct or indirect ownership of more than fifty percent (50%) of the outstanding voting rights, or the right to control the policy decisions of the respective entity.

"Business Day" means any day other than a Saturday, Sunday or any day which is a public holiday or any day on which banking institutions are authorized or required by law or other governmental action to close.

"Confidential Information" means any information disclosed in writing, orally, electronically or in any other form (tangible or intangible) that is confidential or proprietary in nature concerning the other Party and/or its Affiliates, including, without limitation, any details of its business, affairs, customers, clients, suppliers, plans, strategy or products (either existing or

SARTORIUS

under development).

"Consumables" mean the disposable supplies or consumable products which Sartorius is to supply in accordance with this Agreement.

"Customer" means the person or entity who accepts the Quotation of Sartorius for the sale of the Goods or Services, or whose order for the Goods or Services is accepted by Sartorius.

"Delivery Location" means the location specified in the Quotation to which Sartorius shall procure the delivery of the Goods.

"Equipment" shall mean the equipment for the biopharmaceutical, chemical, food and beverage industries and academic sector, which Sartorius is to supply and install in accordance with the Quotation and the Agreement.

"Force Majeure" means any event outside the reasonable control of either Party and shall include, without limitation, war, threat of war, revolution, terrorism, riot or civil commotion, strikes, lockout or other industrial action, blockage or embargo, acts of, or restrictions imposed by Government or public authority (including but not limited to shelter-in-place orders), failure of supply of water, power, fuels, transport, equipment or other deliverables or services, explosion, fire, radiation, flood, natural disaster or adverse weather conditions, pandemic, epidemic, or Acts of God.

"Goods" means the goods (including any instalment of the goods or any parts for them) which Sartorius is to supply in accordance with this Agreement and shall include, where the context so requires, Consumables, Equipment, Instrument, System, and/or Software.

"Goods Warranty Period" shall mean the period which begins on the Goods delivery date to the Delivery Location and ends one (1) year after the delivery date; or, in the case of Consumable, ends the earlier of: (i) one (1) year after the delivery date; or (ii) the expiration of the shelf life of such Consumable. If the Goods delivered are devices Sartorius or its contractors installs at the Customer site, the warranty period starts at the time of completion of installation, but in no event later than two (2) months after delivery.

"GTC" means the standard terms and conditions set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Customer and Sartorius.

"Intellectual Property" means patents, patent applications, designs, Inventions (as hereinafter defined), invention disclosures, trade secrets, know-how, registered and unregistered copyrights, works of authorship, computer software programs, data bases, trademarks, service marks, trade names and trade dress and any similar proprietary rights and any

licenses or user rights related to the foregoing.

"Invention" means any new device, design, product, computer program, article, method, process, or improvement or alteration thereon, whether or not patentable, copyrightable, and protectable under any applicable mask works law, protectable as a trade secret or protectable under any similar law.

"Object to Be Serviced" means any object on which the Services are to be performed, including, but not limited to, Goods.

"Price" means the price for the Goods determined in accordance with the Quotation and "Prices" shall be interpreted accordingly.

"Quotation" means the Quotation prepared by Sartorius and issued to the Customer.

"Representatives" means Sartorius and Customer's respective employees, agents, consultants, officers, subcontractors and Affiliates.

"Services" means the repairs, preventative maintenance, relocations, retrofits, upgrades, installations, calibrations and validation services, together with any spare parts utilized in connection with the foregoing, in connection with Goods and other objects.

"Services Warranty Period" means the period which begins on the day of completion of performance the Services and ends ninety (90) days later or such longer period as may be specified by Sartorius to Customer in Writing in the Quotation.

"Software" means any proprietary software developed by Sartorius to implement the specified functionality but excludes operating systems, networking software, standard database packages, standard peripheral interface software and any third-party software.

"Specification" means the description of the Goods and Services and attached to the Quotation or otherwise provided to the Customer by Sartorius in Writing.

"System" means Goods which includes the physical equipment Sartorius is to supply in accordance with this Agreement together with (to the extent applicable) the Software and any other deliverables specified in the Quotation.

"Term" means the period beginning on Customer's unqualified acceptance of these GTC, through the earlier of: (i) the time period set forth in the Quotation or (ii) as set forth in the key code if Sartorius is licensing a Software.

"Writing" means any written communication by letter or by e-mail.

Any reference in these GTC to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the

relevant time.

The headings in these GTC are for convenience only and shall not affect their interpretation.

3) BASIS OF THE SALE

- a) Sartorius shall sell and the Customer shall purchase the Goods or Services in accordance with any written Quotation of Sartorius which is accepted by the Customer, or any written order of the Customer which is accepted in Writing by Sartorius, subject in either case to these GTC, which shall govern the Agreement to the exclusion of any other terms and conditions subject to which any such Quotation is accepted or purported to be accepted, or any such order is made or purported to be made, by the Customer. Oral agreements shall only become valid when Sartorius confirms the same in Writing.
- b) Sartorius's employees or agents are not authorized to make any representations concerning the Goods or Services unless confirmed by Sartorius in Writing. In entering into the Agreement, the Customer acknowledges that it does not rely on, and waives any claim for breach of any such representations which are not so confirmed.
- c) Any advice or recommendation given by Sartorius or its employees or agents to the Customer or its employees or agents as to the storage, application or use of the Goods which is not confirmed in Writing by Sartorius is followed or acted upon entirely at the Customer's own risk, and accordingly Sartorius shall not be liable for any such advice or recommendation which is not so confirmed. Marketing and other promotional material relating to the Goods or Services are illustrative only and do not form part of the Agreement. The Customer agrees that, in submitting an order, it has not relied on any representation or statements by Sartorius other than those expressly set out in the Agreement.
- d) Any typographical, clerical or other error or omission in any sales literature, Quotation, price list, acceptance of offer, invoice or other document or information issued by Sartorius, including Sartorius's website, shall be subject to correction without any liability on the part of Sartorius.

4) ORDERS

- a) Sartorius does not represent, warrant or undertake that all of the Goods will be available for order at all times, or until an order is accepted, that Sartorius can

supply the volumes requested.

- b) No order which has been accepted by Sartorius may be cancelled by the Customer except with the agreement in Writing by Sartorius and on terms that the Customer shall indemnify Sartorius in full against all loss (including loss of profit), costs (including the cost of all labor and materials used), damages, charges and expenses incurred by Sartorius as a result of cancellation.
- c) Sartorius' Quotation that do not include any acceptance deadline may be revoked by Sartorius unless Sartorius receives written confirmation of acceptance by the Customer within three (3) weeks with effect from the Quotation date.

5) PRICE

- a) The Price shall be as stipulated in the Quotation, or in the event of the Quotation being silent on the matter, in accordance with the then current list prices of Sartorius.
- b) Except as otherwise stated under the terms of any Quotation and unless otherwise agreed in Writing between both the Customer and Sartorius, all Prices are given by Sartorius on a CPT INCOTERMS® 2020 basis. The Customer shall be liable to pay Sartorius's charges for transport, packaging, freight and insurance.
- c) All Prices are exclusive of Value Added Tax (or equivalent sales tax) sales, withholding or other tax (other than income tax to which Sartorius may be subject), which shall be payable in addition by the Customer. If any amount due under the Agreement is subject to such Value Added Tax, sales, withholding or any other tax which has the effect of reducing the amount of money which Sartorius would have been entitled to receive or retain from the Customer under the Agreement but for such tax, the Customer will, at Sartorius's request, pay to Sartorius such additional sum at the rate for the time being prescribed by law for that tax. Customers within the EU shall be obligated to indicate their Value Added Tax identification number.
- d) The Price set forth in the Quotation includes the cost of labor, travel and parts, provided that the Service is performed during the hours covered in these GTC. Charges for services or goods not covered by the Agreement will be invoiced separately at the time of occurrence or delivery and at the prevailing rates.

6) TERMS OF PAYMENT

- a) Subject to any additional or other terms agreed in Writing by Customer and Sartorius, Sartorius shall be entitled to invoice Customer for the Price of the Goods and Services on or at any time after delivery of the Goods or performance of the Services. Notwithstanding the foregoing, in the event the Goods are to be picked up by the Customer or the Customer does not accept delivery of the Goods in accordance with the Quote, in addition to the Price outlined in the Quotation, Sartorius shall be entitled to invoice the Customer for:
- i) a stocking fee, which may amount ten per cent (10%) of the Price, per month and for a maximum of two (2) months, after Sartorius has first notified the Customer that the Goods are ready for collection or (as the case may be) Sartorius has tendered delivery of the Goods;
 - ii) the Price of the Goods if, two (2) months after Sartorius has first notified the Customer that the Goods are ready for collection or (as the case may be) Sartorius has first tendered delivery of the Goods, the Goods are still stored by Sartorius.
- b) The Customer shall pay the Price in the invoicing currency within thirty (30) days of the date of Sartorius's invoice, subject to credit, notwithstanding that delivery or performance may not have taken place and the property in the Goods has not passed to the Customer.
- c) If the Customer fails to make any payment on the due date then, without prejudice to any other right or remedy available to Sartorius, Sartorius shall be entitled to: (i) cancel the Agreement or suspend any further deliveries or performance to the Customer; and (ii) charge the Customer interest (both before and after any judgement) on the amount unpaid, at highest rates allowed by the law governing this Agreement, until payment in full is made. Interest will accrue on a daily basis and apply from the due date for payment until actual payment is made in full, whether before or after judgement.
- d) All payments shall be paid in full and cleared funds without any deduction or set-off or counter claim in accordance with the payment terms on the Quotation.
- e) Sartorius may require from the Customer that the latter provide as security for payment, two (2) weeks before the delivery date, an irrevocable and confirmed letter of credit, a banker's bond or a bank guarantee.

The assertion of any rights of retention or offsetting any Customer counterclaims that are not acknowledged by Sartorius, have not been established by final court decision and are not yet ready for a decision in a legal dispute shall not be permitted.

- f) Sartorius is not obliged to accept any checks or bills of exchange as method of payment. Acceptance of such payment methods must be agreed upon beforehand and shall occur in any case only on account of performance and will not be considered as performance in full discharge of an obligation. Any related costs will be borne by Customer. Credit notes from checks and bills of exchange will occur by deducting any costs and subject to receipt at the value on the day Sartorius has access to the equivalent value.

7) LIABILITY

- a) Except in respect of death or personal injury caused by Sartorius's negligence, Sartorius shall not be liable to the Customer by reason of any representation, or any implied warranty, condition or other term or any duty, or under the express terms of the Agreement, for any consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for consequential compensation whatsoever (and whether caused by the negligence of Sartorius, its employees, Affiliates or agents or otherwise) which arise out of or in connection with the execution of the Agreement, except as expressly provided in these Conditions.
- b) Sartorius shall not be liable for the correct choice of Goods for the purpose intended in the individual case and for the correct linkage of such Goods to one another or to items of the Customer. This shall be the sole responsibility of the Customer or of such person who links and installs the Goods on behalf of Customer. Sartorius disclaims any and all liability for faulty and/or false connections of Goods and for any use that is non-compliant to applicable law in the country of use.
- c) Sartorius shall not be liable to the Customer or be deemed to be in breach of the Agreement by reason of any delay in performing, or any failure to perform, any of Sartorius's obligations under the Agreement, if the delay or failure was due to any Force Majeure event.
- d) To the fullest extent permitted by law, and notwithstanding anything contained in the Agreement to the contrary, Sartorius's total aggregate liability under, or in connection with this Agreement, whether arising in tort (including negligence), contract or in any

SARTORIUS

other manner will not exceed, in total, the lesser of: i) Customer actual direct damages; or ii) the Price which Customer has paid Sartorius for the Goods or Services giving rise to such claim.

- e) Without prejudice to clause 7(i) Sartorius shall not be liable to the Customer for any (i) loss of profit or revenues; (ii) loss of or damage to data or information systems; (iii) loss of contract or business opportunities; (iv) loss of anticipated savings; (v) loss of goodwill; or (vi) any indirect, special or consequential loss or damage.
- f) Neither Party will be liable to the other for any breach of this Agreement to the extent that such breach is caused by a breach of this Agreement by the other Party.
- g) Sartorius shall have no liability whatsoever for any damages suffered, directly or indirectly, by any person as a result of (i) the operation or the use of Goods in combination with any other hardware or software not supplied by Sartorius; (ii) any modification to the Goods or any of its components, including without limitation, the Software, made by the customer or any third party; (iii) use of any third party software provided by Sartorius hereunder; and/or (iv) any words, description, trademarks, devices and other matters printed on the Goods at the Customer's request or in accordance with the Customer Specification.
- h) In the event that the Goods supplied under this Agreement are Goods which form a System, the Customer shall indemnify and hold Sartorius harmless from and against any claim or threatened claim for damages, penalties, costs and expenses (including reasonably attorneys' fees) arising, directly or indirectly from (i) the manufacture, use, sale, distribution, marketing or commercial exploitation of any pharmaceutical product or other substance or derivation by the Customer using the System; or (ii) modification of the System by the Customer or any third party.
- i) Save where Sartorius or its Representatives are negligent, the Customer shall hold Sartorius and its Representatives harmless from all claims against Sartorius brought by the Customer's own Representatives resulting from personal injury or death or loss of property which arise whilst at Sartorius' premises or while the Customer's Representatives are interfacing with, or assisting Sartorius in its work (if any) at the Customer's site

8) TERMINATION

- a) This Agreement may be terminated immediately by either Party serving notice in writing to the other Party where the other Party: (i) commits a material breach of this Agreement and such breach, if remediable, is not remedied within twenty (20) Business Days of receiving written notice to do so; or (ii) becomes insolvent or becomes the subject of any proceeding under any bankruptcy, insolvency or liquidation law, or is otherwise unable to pay its debts as they generally become due; or (iii) becomes subject to property attachment, court injunction or court order which has a material adverse effect on its operations; or (iv) makes an assignment for the benefit of its creditors otherwise than pursuant to the provision of finance or credit in the ordinary course conduct of its ongoing business or is petitioned into bankruptcy; or (v) conducts a material change in its management or control.
- b) If this clause applies then, without prejudice to any other right or remedy available to Sartorius, Sartorius shall be entitled to cancel the Agreement or suspend any further deliveries or performances under the Agreement without any liability to the Customer, and if the Goods have been delivered and/or the Services performed but not paid for, the Price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

9) INDEMNIFICATION

- a) Customer agrees to indemnify, defend and hold harmless Sartorius from and against any and all costs, losses, expenses, damages, claims, liabilities or fines, including, but not limited to, reasonable attorneys' fees and court costs, resulting from or arising in connection with (i) any claim of infringement of any patent or other proprietary rights of any person or party to the extent that the Goods were manufactured pursuant to Specifications supplied or required by Customer; or (ii) any and all actual or alleged injuries to, or deaths of, persons and any and all damage to, or destruction of, property arising directly or indirectly from or relating to the Goods sold pursuant to the Agreement, or any products or items manufactured using such Goods, or relating to the products items or equipment serviced under the Agreement, except for such costs, losses, expenses, damages, claims, liabilities or fines which directly are caused by or result from Sartorius' willful misconduct or gross negligence; or (iii) the negligence and/or willful misconduct of Customer, its employees or agents.
- b) Sartorius agrees to defend and indemnify Customer

and hold Customer harmless from and against any and all costs, losses, expenses, damages, claims, liabilities or fines, including, but not limited to, reasonable attorneys' fees and court costs, resulting from or arising in connection with the negligence and/or willful misconduct of Sartorius, its employees or agents.

10) INSURANCE

The Customer shall maintain, at its own cost and expense, comprehensive general liability insurance, including product liability insurance, property damage insurance, public liability insurance, completed operations insurance and contractual liability insurance and maintain such coverage and limits in commercially reasonable amounts. Customer shall further maintain, at its own cost an expense, workmen's compensation insurance and any other insurance required by law, in commercially reasonable amounts. Customer shall, promptly upon Sartorius' written request, furnish to Sartorius certificates of insurance evidencing the coverages, limits and expiration dates of the respective insurance policies.

11) COMPLIANCE REQUIREMENTS

- a) The Customer and Sartorius shall comply with all applicable national and international laws and regulations, in particular the applicable export control regulations and sanction programs. The Customer also agrees not to export, re-export or transfer any software or technology developed with or using information, software or technology offered by Sartorius, in violation of any applicable laws or regulations of the competent authorities. Further, the Customer shall neither use any Goods, Service, information, Software and technology offered by Sartorius in or in connection with nuclear technology or weapons of mass destruction (nuclear, biological or chemical) and carriers thereof nor supply military consignees.

Goods and Services may be subject to international and national export restrictions. Acceptance and delivery of the order will be done in strict compliance with the appropriate legal provisions and embargo regulations. Acceptance and execution of orders for Goods and Services requiring approval is subject to the issue of applicable export licenses by the relevant country authorities. In case Goods and Services require approval, Sartorius requires an appropriate End-User-Declaration from the end user stating the precise use of the Goods and Services and including an informative company profile. Goods and Services

will be supplied exclusively for civil and peaceful purposes. With the purchase order, the Customer agrees to comply with all applicable laws and to provide all requested information and data in a timely manner to obtain the necessary documents.

- b) Pharmaceuticals, Cosmetics, Food: For Customers in pharmaceutical, cosmetic and/or food industries, it is expressly understood and agreed that Customer shall be solely responsible for complying with laws, regulations and practices applicable to its industry, including but not limited to medical requirements, general manufacturing practice guidelines and applicable laws, orders and other provisions.
- c) Data protection: Sartorius will request, process and use personal data from Customer to manage Customer' requests, claims, orders or repairs and for the continuing relationship management to Customer. Some of those data processing activities are handled on behalf of Sartorius by Sartorius Corporate Administration GmbH, Germany, its Affiliates or external service providers. These companies may be based worldwide, including areas outside the European Union. For all cases involving a transfer of personal data, Sartorius will ensure compliance with data protection regulations. Furthermore, Sartorius will transfer these data to authorities, if there is an existing legal obligation for Sartorius to do so. Individuals have the right to access their data processed by Sartorius and have such data updated. Subject to the legal requirements of data protection laws, individuals may also require that their data be deleted or blocked. For further information see Sartorius' data protection policy posted at <https://www.sartorius.com/en/data-protection>.
- d) Anti-Corruption Laws, U.S. Foreign Corrupt Practices Act and UK Bribery Act: Customer acknowledges that: (a) Sartorius may be subject to the provisions of the Foreign Corrupt Practices Act of 1977 of the United States of America, 91 Statutes at Large, Sections 1495 et seq. (the "FCPA"); and, (b) Sartorius may be subject to other bribery and corruption laws, including without limitation the UK Bribery Act and local laws for the jurisdictions covered thereunder. Customer further acknowledges that it is familiar with the provisions of the FCPA, the UK Bribery Act and applicable local bribery and corruption laws, and shall not take or permit any action that will either constitute a violation under, or cause Sartorius to be in violation of, the provisions of the FCPA, the UK Bribery Act or

applicable local bribery and corruption law.

12) MISCELLANEOUS

- a) Any notice required or permitted to be given by either party to the other under these GTC shall be in Writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.
- b) No waiver by Sartorius of any breach of the Agreement by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision.
- c) If individual provisions of these GTC are or become fully or partially ineffective, the remaining provisions of the GTC shall not be affected thereby. This also applies if an unintended omission is found in the Agreement. A fully or partially ineffective provision shall be replaced or an unintended omission in the GTC shall be filled by an appropriate provision which, as far as is legally possible, most closely approximates to the original intention of the contractual parties or to what they would have intended according to the meaning and purpose of these GTC had they been aware of the ineffectiveness or omission of the provision(s) in question.
- d) This Agreement will be governed by and construed in accordance with the laws of Slovenia. The United Nations Convention on Contracts for the International Sale of Goods (the Vienna Sales Convention) is not applicable to this Agreement.

In the event the Customer is located in the European Union or UK, any disputes under this Agreement must be brought before the local courts of the registered office of Sartorius, and the Parties hereby consent to the personal jurisdiction and exclusive venue of these courts. Furthermore, Sartorius shall be entitled at its discretion to assert its own claims at the Customer's place of jurisdiction. After a lawsuit has been filed, the Supplier shall be limited, on the basis of his or her own rights and claims, to bring a counterclaim before the particular court before which the original action has been brought or to offset his or her own claim against the claim lodged in said action before the court.

In the event the Customer is located outside the European Union or UK, all dispute, controversy or claim arising out of or relating to this Agreement or its validity shall be finally settled according to the ICC

Rules of Conciliation and Arbitration without recourse to the ordinary courts of law (except as regards interlocutory relief). The place of arbitration is the place of the registered office of Sartorius. Sartorius shall be entitled at its discretion to assert its own claims at the place of the registered office of the Customer. The arbitral proceedings are to be held in the English language.

- e) Each party undertakes that it will keep any Confidential Information confidential and it will not use or disclose the other Party's Confidential Information to any persons except that (i) it may disclose such Confidential Information to any of its Representatives who need to know the same for the purposes of performing any obligation under this Agreement, provided that such party must ensure that each Representative to whom Confidential Information is disclosed is aware of its confidential nature and agrees to comply with this clause as if it were a party; (ii) disclose any Confidential Information as may be required by law, any court or governmental regulatory or supervisor authority or any other authority of competent jurisdiction.
- f) Orders are not assignable or transferable, in whole or in part, without the express written consent of Sartorius.
- g) Any marketing, promotion or other publicity material, whether written or in electronic form, that refers to Sartorius, its Affiliates, its products, or to these GTC must be approved by Sartorius prior to its use or release.
- h) Sartorius, or its Affiliates, is the owner of certain proprietary brand names, trademarks, trade names, logos and other intellectual property. Except as otherwise expressly permitted by Sartorius, no use of Sartorius's or its Affiliates' brand names, trademarks, trade names, logos or other intellectual property is permitted, nor the adoption, use or registration of any words, phrases or symbols so closely resembling any of Sartorius' or its Affiliates' brand names, trademarks, trade names, logos or other intellectual property as to be apt to lead to confusion or uncertainty, or to impair or infringe the same in any manner, or to imply any endorsement by Sartorius of another entity's products or services.
- i) Nothing in this Agreement shall be deemed to constitute a partnership between the parties or to make either party the agent of the other party for any

SARTORIUS

purpose. Furthermore, each of the parties shall remain solely responsible for its own acts, statements, engagements, performances, products (in the case of Sartorius subject to the other terms of these GTC in relation to the Goods and Services), and personnel.

- j) Nothing in this document is intended to create any rights in third parties against Sartorius.

PART II- TERMS AND CONDITIONS FOR SALE OF GOODS

If Customer is purchasing Goods from Sartorius, the following provisions shall exclusively apply in relation to the sale of Goods, and Goods only, in addition to the provisions of Part I of these GTC:

13) SPECIFICATIONS

- a) The Customer shall be responsible to Sartorius for ensuring the accuracy of the terms of any order (including any applicable Specification) submitted by the Customer ("Customer Specification"), and for giving Sartorius any necessary information relating to the Goods within a sufficient time to enable Sartorius to perform the Agreement in accordance with its terms
- b) The quantity, quality and description of and any Specification for the Goods shall be those set out in Sartorius' Quotation.
- c) If the Goods are to be manufactured or any process is to be applied to the Goods by Sartorius in accordance with a Customer Specification submitted by the Customer, the Customer shall indemnify Sartorius against all loss, damages, costs and expenses awarded against or incurred by Sartorius in connection with or paid or agreed to be paid by Sartorius in settlement of any claim for infringement of Intellectual Property Rights of any other person which results from Sartorius' use of the Customer's Specification.
- d) Sartorius reserves the right to make any changes (i) in the Specification or, if applicable Customer Specification of the Goods which are required to conform with any applicable safety or other statutory requirements; and/or (ii) where the Goods are to be supplied to Sartorius's Specification, to the components, functionality or performance characteristics of the Goods supplied under an order already in place, provided that the Goods continue to conform in all material respects with the Specification or Customer Specification in force at the time of the order.

14) DELIVERY

- a) The Goods will be delivered to the Delivery Location on or before the dates specified in the Quotation. Sartorius notify the Customer in Writing as soon as reasonably practicable on becoming aware that a delay in delivery is likely and will provide a revised estimate, if possible. The Goods may be delivered by instalments. Any delay in delivery or defect in an instalment will not entitle the Customer to cancel any other instalment or the Agreement. Unless the Parties otherwise agree, packaging material is to be disposed of by the Customer at the Customer's expense.
- b) Sartorius will use its reasonable endeavors to meet delivery dates, but such dates are approximate only and time of delivery is not of the essence and Sartorius shall not be liable for any delay in delivery of the Goods howsoever caused. The Goods may be delivered by Sartorius in advance of the quoted delivery date upon giving reasonable notice to the Customer.
- c) The Customer acknowledges that any variance in the quantities of the Goods ordered up to 10% more or 10% less than the quantity ordered will not be regarded as a failure of Sartorius to supply the Goods ordered, provided that Sartorius will only invoice the Customer for, and the Customer will only be obliged to pay for, the quantity actually delivered.
- d) If Sartorius is entirely unable to deliver the Goods for any reason other than any cause beyond Sartorius's reasonable control or the Customer's fault, and Sartorius is accordingly liable to the Customer, Sartorius's liability shall be limited to the Price of the Goods that Sartorius failed to deliver.

15) RISK AND PROPERTY

- a) Risk of damage to or loss of the Goods shall pass to the Customer: (i) in the case of Goods to be provided at Sartorius's premises, at the time when Sartorius notifies the Customer that the Goods are available for collection; or (ii) in the case of Goods to be delivered otherwise than at Sartorius's premises, at the time of delivery or, if the Customer wrongfully fails to take delivery of the Goods, the time when Sartorius has tendered delivery of the Goods.
- b) Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Conditions, the property in the Goods shall not pass to the Customer until Sartorius has received in cash or cleared funds payment in full of the Price of the Goods.

- c) Until such time as the property in the Goods passes to the Customer, the Customer shall hold the Goods as Sartorius's fiduciary agent and bailee, and shall keep the Goods separate from those of the Customer and third parties and properly stored, protected and insured and identified as Sartorius's property and take all reasonable care of the Goods and keep them in the condition in which they were delivered and inform Sartorius immediately if it becomes subject to any insolvency type event and permit, upon reasonable notice, Sartorius to inspect the Goods during the Customer's normal business hours and provide Sartorius with such information concerning the Goods as Sartorius may request from time to time. Until such time as the Customer becomes aware or ought reasonably to have become aware that an insolvency type event has occurred or is likely to occur, the Customer shall be entitled to resell or use the goods in the ordinary course of its business, but shall account to Sartorius for the proceeds of sale or otherwise of the Goods, whether tangible or intangible, including insurance proceeds, and shall keep all such proceeds separate from any moneys or property of the Customer and third parties and, in the case of tangible proceeds, properly stored, protected and insured. If the Customer resells the Goods in accordance with the foregoing, title shall pass to the Customer immediately prior to the resale. If, at any time before title to the Goods has passed to the Customer, the Customer informs Sartorius, or Sartorius reasonably believes, that the Customer has or is likely to become subject to an insolvency type event, Sartorius may (i) require the Customer to re-deliver the Goods to Sartorius (at the expense of the Customer if so requested by Sartorius); and/or (ii) if the Customer fails to do so promptly, enter any premises where the Goods are stored and repossess them.
- d) Until such time as the property in the Goods passes to the Customer (and provided the Goods are still in existence and have not been resold), Sartorius shall be entitled at any time to require the Customer to deliver up the Goods to Sartorius and, if the Customer fails to do so forthwith, to enter upon any premises of the Customer or any third party where the Goods are stored and repossess the Goods.
- e) The Customer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of Sartorius, but if the Customer does so all moneys owing by the Customer to Sartorius shall (without prejudice to any other right or remedy of Sartorius) forthwith become due and payable.

16) WARRANTIES AND REMEDIES

- a) Subject to the conditions set out herein, Sartorius warrants that the Goods will correspond with their Specification at the time of delivery and will be free from defects in material and workmanship during the Goods Warranty Period. Sartorius will at its option repair, replace or refund the Price of the Goods that do not comply with this clause 16(a) provided that the Customer serves a written notice on Sartorius (i) in the case of defects discoverable by a physical inspection not later than five (5) Business Days from the arrival of the Goods at the Delivery Location; or (ii) in the case of latent defects, within a reasonable period of time from arrival of the Goods at the Delivery Location that some or all of the Goods do not comply with this clause 16(a) and identifying in sufficient detail the nature and extent of the defects and complying with any returns policy of Sartorius that may be notified to the Customer from time to time. The Customer will be deemed to accept the Goods if it does not notify Sartorius of any failure of the Goods to comply with this clause 16(a) within the time periods set out above.
- b) The above warranty is given by Sartorius subject to the following conditions: (i) Sartorius shall be under no liability in respect of any defect in the Goods arising from any drawing, design or Customer's Specification supplied by the Customer; and (ii) Sartorius shall be under no liability in respect of any defect arising from fair wear and tear, willful damage, negligence, abnormal working conditions, failure to follow Sartorius's instructions (whether oral or in writing) as to storage, installation, commissioning, use or maintenance of the Goods or good practice in relation to the storage, installation, commissioning, use or maintenance of the Goods, misuse or alteration or repair of the Goods without Sartorius's approval; (iii) Sartorius shall be under no liability under the above warranty (or any other warranty, condition or guarantee) if the total Price for the Goods has not been paid by the due date for payment; (iv) the above warranty does not extend to parts or materials not manufactured by Sartorius, in respect of which the Customer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to Sartorius; (v) Sartorius shall be under no liability under the above warranty (or any other warranty, condition or guarantee) where the Customer uses any Goods after notifying Sartorius that such Goods do not comply with clause 16(a) hereof; (vi) Sartorius shall be under no liability under the above warranty (or any other warranty, condition

or guarantee) where such failure arises as a result of damage or loss which occurs after risk in the Goods has passed to the Customer.

- c) Subject as expressly provided in these GTC, all warranties, conditions or other terms implied by statute or law are excluded to the fullest extent permitted by law. Except as set out in this Section 16, Sartorius gives no warranty or condition and makes no representation in relation to the Goods.

17) INTELLECTUAL PROPERTY

- a) Notwithstanding any other provision of this Agreement or termination or expiration of this Agreement, Sartorius shall own all right, title, and interest in and to all Intellectual Property related to the Goods owned or controlled by Sartorius as of the Quotation date, and all Intellectual Property that is developed by Sartorius after its written confirmation of the order, provided, that it does not exclusively rely upon or materially utilize: (i) the Confidential Information of Customer; or (ii) Intellectual Property owned by Customer. Except as otherwise expressly provided herein to the contrary, these GTC do not transfer, assign, lease or license to Customer, or otherwise provide Customer with any rights or interests in or to any Intellectual Property owned by Sartorius. Procurement and maintenance of copyright or Intellectual Property related to the Goods or any other proprietary rights relating to any technology, including any Invention owned by Sartorius shall be carried out or pursued at the discretion and expense of Sartorius.
- b) Should the Goods, or any part thereof, become, or in Sartorius's opinion be likely to become, the subject of any claim of infringement, the Customer shall permit Sartorius, at Sartorius's option and expense, to either (i) procure for the Customer the right to continue using the same; or (ii) replace or modify the Goods (or the affected parts or elements thereof) to render it or them non-infringing, provided that such replacement and/or modification do not materially affect the functionality or efficiency of the Goods. Sartorius's obligations under this clause will not apply to Goods modified or used by the Customer other than in accordance with the Agreement or Sartorius' instructions. The Customer will indemnify Sartorius from and against all losses, damages, liability, costs and expenses incurred by Sartorius in connection with any claim arising from such modification or use.
- c) In relation to trademarks affixed to or incorporated

within the Goods, use of the trademarks will be in accordance with this Agreement and with Sartorius's (or licensor's) brand guidelines (if any) supplied to the Customer from time to time and all goodwill associated with the use of trade marks will accrue to the benefit of Sartorius (or its licensor) and at the request of Sartorius, the Customer will at its own cost, sign all documents and do all things necessary to assign such goodwill to Sartorius or Sartorius's licensor as the case may be. The Customer undertakes not to apply to register or register the same trademark or any confusingly similar mark or procure or assist someone else to do so and except to the extent authorized by Sartorius in writing, the Customer will not alter or remove such trademark from the Goods.

18) SYSTEMS AND SOFTWARE

If Customer is licensing Software from Sartorius, including software licensed in connection with the purchase of any Goods and any and all other software or firmware embedded in, loaded on, or otherwise associated with the purchased Goods, the following additional provisions shall apply:

- a) Sartorius grants Customer the non-exclusive right and license to use the copy of the Software in object form that is on the readable computer media provided to Customer by Sartorius.
- b) The Software and related copyrights are owned by Sartorius, by an Affiliate of Sartorius, and/or by certain suppliers of Sartorius and its Affiliates, and title to the Software in general or respective copyrights shall not pass to Customer as a result of Customer's use of the Software. The license rights granted herein may not be transferred to another party without the written permission of Sartorius.
- c) The Software is protected by the respective national copyright laws and international treaties and Customer shall not copy it or allow it to be copied except that Customer has the right to (i) make such copies that are necessary for the use of the Software by Customer in accordance with its intended purpose, including for error correction, (ii) to duplicate the Software for backup or archival purposes and to transfer the Software to a backup computer in the event of computer malfunction, or (iii) observe, study or test the functioning of the Software in order to determine the ideas and principles which underlie any element of Software if Customer does so while performing any of the acts of loading, displaying, running, transmitting or storing the Software which he

is entitled to do.

- d) Customer shall (i) not use the Good and associated documentation for human in-vitro diagnostic applications, (ii) not to use the Software other than with the purchased Goods or for any purpose outside the scope of the application for which it is being provided, and (iii) not cause or permit the reverse engineering, disassembly, decompilation, modification or adaptation of the Software or the combination of the Software with any other software unless, but only to the extent, indispensable to obtain the information necessary to achieve the interoperability of the Software with other programs provided the information necessary to achieve interoperability has not previously been readily available to Customer, and (iv) not move the Software to any country in violation of any applicable import or export control regulations. The Customer undertakes to refrain from removing the manufacturer's markings and in particular, copyright notices or to change these without the prior written consent of Sartorius. All other rights in and to the Software and the documentation, including copies thereof shall remain with Sartorius. The Customer is not entitled to sublicense the Software.
- e) Customer further understands that its use of the Software shall be subject to the terms of any third party license agreements or notices that are provided to Customer by Sartorius and to the rights of any other third-party owners or providers of software or firmware included in the Software, and Customer shall comply with the terms of such third-party license agreements and rights provided by Sartorius in advance.
- f) The Software is covered by the limited warranties applicable for the System set forth in Section 16 and by no other warranties, express or implied.
- g) Sartorius makes no representation or warranty, express or implied that the operation of the Software or firmware will be uninterrupted or error free or that the functions contained in the Software or firmware will meet or satisfy use outside the agreed Specification. Software or firmware corrections, made during the Goods Warranty Period, are warranted for a period of three (3) months from the date shipped by Sartorius or until expiry of the Goods Warranty Period, whichever is longer.
- h) Failure to comply with any of the terms of this subsection terminates Customer's right to use the Software. Upon termination of such right, Customer must return the disk provided by Sartorius, and any

and all copies thereof or of any other Software to Sartorius.

- i) Any replacements, fixes or upgrades of the Software which Customer may hereafter receive from Sartorius or an Affiliate of Sartorius, shall be provided subject to the same restrictions and other provisions contained in this subsection, regardless of whether subsection or these GTC are specifically referenced when Customer receives such replacement, fix or upgrade, unless such replacement, fix or upgrade is provided with a separate license agreement which by its terms specifically supersedes these GTC. The warranty term for any upgrades shall be one (1) year from the date of its delivery to Customer. Any such replacements, fixes or upgrades shall be provided at prices and payment terms as agreed at the time they are provided.
- j) Sartorius shall have no liability for, or any obligations under warranty if any Software or firmware modifications are undertaken by anyone other than Sartorius or its nominees. In addition, Sartorius shall charge for any costs and expenses incurred up to the point of discovery of any such modification, and for all subsequent rectification work necessary to return the Software or firmware to its warranted condition.
- k) The Customer acknowledges that only by reference to and by reason of the aforesaid limitations is Sartorius able or willing to offer Software, System and installations at the Prices.

19) EQUIPMENT

If Customer is purchasing an Equipment from Sartorius which is to be installed by Sartorius, the following additional provisions shall apply:

- a) Factory Acceptance Tests ("FAT"): Sartorius will notify the Customer in Writing when the Equipment will be ready for testing at Sartorius' premises. Following such notification, representatives of each party will, at their own expense, attend the Sartorius' premises on a mutually agreed date for the purpose of testing the Equipment in accordance with the applicable Specifications and FAT protocol to be issued by Sartorius and approved by Customer. Sartorius will provide Customer with a certified report of the results of any test. Once the Equipment has been tested pursuant to this clause 19 a), Sartorius will deliver the Equipment on Customer's Delivery Location, on a mutually agreed date.
- b) Site Acceptance Test ("SAT"): Following completion of

SARTORIUS

the installation and commissioning of the Equipment, representatives of Sartorius and Customer shall at their own expense, attend Delivery Location on a mutually agreed date for the purpose of commissioning and acceptance testing the Equipment in accordance with the applicable Specifications and the SAT protocol to be issued by Sartorius and approved by Customer. Sartorius will provide Customer with a certified report of the results of any test. In addition to any remedies that may be provided under these GTC, Sartorius may terminate this Agreement with immediate effect upon written notice to Customer in case the Customer fails to accept the Equipment as per the provisions of the SAT protocol and such delay continues for ten (10) days after Customer's receipt of written notice.

PART III- TERMS AND CONDITIONS FOR SALE OF SERVICES

If Customer is purchasing Services from Sartorius, the following provisions shall exclusively apply in relation to the sale of Services, and Services only, in addition to the provisions of Part I of these GTC.

20) OBJECT TO BE SERVICED

- a) When the Object to be Serviced has not been purchased from Sartorius, Customer shall inform Sartorius of any existing intellectual property rights concerning the Object to Be Serviced prior to performance of the Services, and Customer shall indemnify Sartorius from any third-party claims concerning such intellectual property rights.
- b) Customer shall assure that any Objects to Be Serviced within the scope of any Service hereunder does not pose any health hazard to Sartorius's agents or employees.
- c) Unless otherwise set forth in the Sartorius' Quotation, the standard service hours under the Agreement shall be Monday to Friday, 08:00 to 17:00 local time at Sartorius' premises, excluding public holidays.

21) INSTALLATION SERVICES

- a) If agreed and detailed in the Quotation, Sartorius shall install the Goods, provided all necessary information relative to the installation of the Goods, in particular the location of installation and all drawings and any other relevant details, including all software interfaces, has been agreed between Sartorius and the Customer in good time to enable the installation to commence.

The schedule of necessary information to be provided by each Party shall be agreed by the respective project leaders of each Party within one (1) month of the date upon which Sartorius accepts the Customer's order.

- b) Sartorius shall be entitled to vary the Price to cover any special transport, handling, hoisting costs or other costs of installation and to cover storage or other charges arising from delays by the Customer in preparing the installation site or in providing correct and complete information, instructions, licenses, consents and other times necessary for manufacture, modification, supply, dispatch, delivery or installation of the Goods.
- c) In the event the Goods could not be installed to the location of installation within two (2) months after delivery, due to delays in preparing the installation site, Sartorius shall be entitled to invoice the Customer for the Price of the Goods and Services.
- d) In those cases where it has been agreed that Sartorius shall install the Goods, the Customer shall, at its own expense (i) prepare the site; (ii) ensure reasonable working conditions; (iii) provide Sartorius with secure areas for storing materials and installation equipment; (iv) provide proper access to the site; (v) ensure the site is safe and certify the site to be free of chemical and biological hazards; (vi) provide all facilities specified by Sartorius prior to installation, including, without prejudice to the generality of the foregoing, supplying electricity, water, gas, compressed air, data networks, environmental controls, ventilation systems, adequate lifting gear and lighting.
- e) When requested by Sartorius, the Customer will complete and provide permits to work and use best endeavors to facilitate access to the site for Sartorius Representatives outside normal working hours where necessary. Sartorius will use reasonable endeavors, to the extent permissible under applicable law to comply with any special site requirements of which it has prior written notice.
- f) Sartorius reserves the right to refuse to install the Goods where in its opinion the site and/or access has not been prepared or provide as above and shall not be liable for any loss, damage, or additional expense arising from such non-compliance.
- g) Except where Sartorius or its Representatives are negligent, the Customer shall hold Sartorius and its Representatives harmless from and against all claims, losses, damages, penalties and others brought against

SARTORIUS

Sartorius resulting from personal injury or death which arise during installation.

22) SERVICES PERFORMED AT SARTORIUS' FACILITIES

The following shall be applicable with respect to all Objects to Be Serviced at Sartorius' facilities:

- a) Objects to Be Serviced shall be packed and shipped to Sartorius' facilities by Customer at Customer's sole expense, and Customer shall bear the risk of loss in regard to such shipment to and from Sartorius' facilities. At Customer's request, transportation to and, if necessary, from Sartorius' facilities will be insured against insurable transport risks, e.g., theft, breakage, fire, at Customer's expense. During the time that Service is performed at Sartorius' facilities, no insurance protection is provided by Sartorius. Customer shall ensure that existing insurance coverage is maintained for the Object to Be Serviced, and only upon Customer's express request and at Customer's expense will Sartorius obtain insurance to cover such risks.
- b) Services hereunder shall be considered performed and completed if the Object to Be Serviced has been tested as provided by the Agreement.
- c) In the event that Sartorius is delayed in the performance of any Services as a result of the acts or omissions of Customer and/or its employees, agents or contractors, or if Customer delays the return of the Object to be Serviced following performance and completion of the Services, Sartorius may charge Customer warehouse rent for storage at Sartorius' facilities, or, at Sartorius' discretion, the Object to Be Serviced may be stored elsewhere, and Customer shall bear the costs and the risk of storage at such other location.

23) SERVICES PERFORMED AT CUSTOMER'S FACILITIES

The following shall be applicable with respect to all Objects to Be Serviced at Customer's facilities, or such other non-Sartorius facilities as Customer may indicate:

- a) Customer, at its own expense, shall support Sartorius service personnel in performing the Services hereunder, including ensuring that the Objects to Be Serviced are available for servicing at the time of each scheduled preventive maintenance or emergency service call. Sartorius' service personnel will contact

Customer to set a mutually agreeable date and time for each such service visit.

- b) Customer shall take all required measures to protect people and objects on the site where the Services are to be performed and shall also inform Sartorius' service personnel of any special safety rules and regulations. Sartorius may charge Customer, at its customary rates, for time incurred by Sartorius' service personnel related to any facilities, policies, safety or training required by Customer, unless the foregoing is expressly included in the Price set forth in the Agreement.
- c) Customer undertakes, at its own expense, to: (i) provide the necessary auxiliary staff in the number and for the time required to perform the Services hereunder, if necessary, and Sartorius shall not assume any liability for said auxiliary staff; (ii) perform all construction, foundation and all scaffolding work, including procurement of the building materials required therefor; (iii) provide the required devices and heavy machinery and/or tools as well as the required materials and items for said equipment; (iv) provide heating, lighting, utilities, water, including the required connections and outlets; (v) provide the necessary dry and lockable rooms for storing the service personnel's tools; (vi) protect the site at which the Services are to be performed and the materials located there from damaging effects of any type, and clean the site at which the Services are to be performed; (vii) provide Sartorius' service personnel with suitable and secure lounge and work areas (with heating, lighting, wash facilities, sanitary facilities) and first aid; and (viii) provide materials and take all action that is necessary to adjust the Object to Be Serviced and to perform contractually agreed testing.
- d) Customer shall ensure that the Services can be started without undue delay upon arrival of Sartorius' service personnel and performed without delay. Insofar as special diagrams or instruction manuals are required for the Object to Be Serviced, Customer shall provide these in due time to Sartorius.
- e) For Services to be performed within the scope of commissioning, Customer shall ensure, in particular, that electrical and mechanical installation of the Object to Be Serviced has been completed as a prerequisite to Sartorius' beginning the Services hereunder, with Customer providing the support set forth hereinabove.
- f) If Customer fails to fulfill any of its obligations in this

SARTORIUS

Section 24, and as a result of such failure, completion of the Services is delayed or Sartorius otherwise is prohibited from performing the Services, then Sartorius shall be entitled to charge Customer, at its customary rates, the costs incurred by Sartorius related to such failure.

24) DEADLINE FOR SERVICES PERFORMANCE

- a) The times indicated as deadlines for the particular Service to be performed under the Agreement are based on estimates and, for this reason, shall not be binding. The Customer may request Sartorius to agree to a binding deadline for performance of the Service(s) hereunder only if the scope of the work and/or Service is exactly defined.
- b) A binding deadline for performance of a Service hereunder shall be considered met if upon expiration thereof the particular Object to Be Serviced is ready to be transferred to the Customer for retrieval, if said Object is to be tested as provided by the Agreement, and/or if the corresponding Service to be performed hereunder has been completed and/or the desired objective of said Service has been achieved.
- c) If additional or extended orders are placed or if Services are additionally required, the agreed deadline for performing the originally ordered Service hereunder shall be extended accordingly.
- d) If any Service to be performed hereunder is delayed in the context of events relating to industrial disputes, in particular strikes and lockouts, or occurrence of circumstances for which Sartorius is not liable, the deadline for performing said Service shall be reasonably extended, insofar as such obstacles are proven to exert significant influence on performance of any Service hereunder; this shall also apply if such circumstances occur after Sartorius has already defaulted on said performance.
- e) If the Customer specifies a reasonable deadline, taking into account the legal exceptions, for subsequent performance of Service after said delay has occurred and if this new deadline is not met, the Customer shall be entitled within the scope of the legal provisions, to withdraw from the Agreement. Further claims on account of a delay in performance shall be governed exclusively as defined in Clause 24 d) hereof.

25) ACCEPTANCE

- a) The Customer undertakes to accept the Service

performed hereunder, whether in the form of repair, maintenance, commissioning service or other defined Service hereunder. If the Service performed does not conform to this Agreement, Sartorius undertakes to eliminate the defect as defined by Section 26 hereunder, provided that this is possible for the particular Service to be performed. This shall not apply if the defect is minor when assessed in the interest of the Customer or is based on a circumstance for which the Customer is responsible. If there is a minor defect, the Customer may not refuse acceptance.

- b) If acceptance is delayed through no fault of Sartorius, acceptance shall be deemed as having taken place two (2) weeks after Sartorius has notified the Customer of completion of the Service performed hereunder.
- c) Upon acceptance, Sartorius' liability for discernible defects shall lapse, insofar as the Customer does not reserve the right to enforce a claim for a certain defect.

26) TERMINATION

Sartorius shall have the right to terminate the Agreement without any liability, if the Service is related to a Software and the Software or any of its versions will be discontinued. In case such discontinuation is notified to the Customer at a time that this Contract has a remaining term of longer than six (6) months, the Customer will get a pro-rate refund.

27) WARRANTIES AND REMEDIES

- a) Sartorius warrants that the Services shall be conducted in a good and workmanlike manner in conformity with industry standards, and any parts supplied as part of the Services shall be in accordance with Sartorius' Specifications. Should the Customer request more extensive tests, this shall be agreed in writing and the costs for said extensive tests shall be borne by the Customer.
- b) If any failure to conform to the warranty is reported to Sartorius in writing within the Services Warranty Period, Sartorius, upon being satisfied of the existence of such non-conformity, will correct the same by re-performing the Services. If Sartorius is unable to correct such non-conformity by re-performing the Services, Sartorius may return the Price thereof, or, where appropriate, the portion of the Price of the non-conforming Services that Sartorius is unable to correct. The foregoing shall be Customer's sole and exclusive remedies, and the liability of Sartorius hereunder is

SARTORIUS

expressly limited to re-performance of nonconforming Services or the return of the Price thereof, as the case may be. The warranty set forth in this paragraph shall apply also to parts and to any replacement parts.

- c) This warranty shall be in lieu of all other warranties, express or implied, and all other warranties, express or implied, including without limitation the warranties of merchantability and fitness for a particular purpose, are excluded.
- d) This warranty shall also exclude used goods, used spare parts, damage incurred as a consequence of natural wear and tear, inadequate maintenance by anyone other than Sartorius, failure to follow equipment operating instructions, excessive or unsuitable use and improper construction and/or assembly work performed by third parties, and any other external effects and causes over which Sartorius had no control or for which Sartorius was not responsible.
- e) Sartorius shall be under no liability under the above warranty if Customer or a third party makes changes or repairs to the Object to Be Serviced hereunder and / or the damage was caused by or attributed to the improper use, negligence, accident or unauthorized service on the Object to Be Serviced by either Customer or any third party (with any authorization to be provided by Sartorius in writing to customer).

28) LIABILITY

- a) If parts of the Object to Be Serviced are damaged through the fault of Sartorius, Sartorius may elect to repair said damage at its own expense or to deliver new replacements. Sartorius' obligation to replace said damaged parts shall be limited to the price at which the particular Service was agreed. As for the remaining provisions, Clause 28 c) shall apply accordingly.
- b) If, through Sartorius' fault, the Customer cannot use the Object to Be Serviced as provided by the Agreement, and this non-use results from failure to provide or the provision of deficient suggestions and or advice, either before or after said Agreement is signed, and other collateral obligations of the Agreement – in particular instructions for operation and maintenance of the Object to Be Serviced, the provisions of Clauses 25 and 26 shall apply accordingly, excluding further customer claims.
- c) In the event of damage that is not sustained by the Object to Be Serviced itself, Sartorius shall be liable,

irrespective of the legal reason, only (i) in the event of willful intent; (ii) in the event of gross negligence on the part of the legal representative / entities, directors or executive-level employees; (iii) in the event of culpable physical injury death and hazards to life and health; (iv) in the event of defects that it has fraudulently concealed or the absence of which it has guaranteed; (v) to the extent that liability is prescribed by the Product Liability Law applicable under the law governing the Agreement, for personal injury resulting from, or property damage to, privately used objects. In the event of culpable breach of material contractual duties, Sartorius shall also be liable in the event of gross negligence by its non-executive employees and in the event of slight negligence, where the latter case shall be limited to losses that are typically associated with this type of contract and that are reasonably foreseeable. Any further claims shall be excluded.

29) BSL 3 | 4 ENVIRONMENT

Customer shall inform Sartorius in advance of any scheduled service in the event the Object to Be Serviced has been or is located in a BSL3 or BSL4 environment and, at the time of such notice, shall either (i) provide Sartorius with a Declaration of Decontamination and Cleaning of Equipment and Components Form ("Decontamination Form") for such Object to be Serviced, or (ii) inform Sartorius in writing as to why Company is not able to provide such Form to Sartorius. Notwithstanding anything herein to the contrary, Customer acknowledges and agrees that Service on such Object to Be Serviced, which has been or is located in a BSL3 or BSL4 environment, may need to be performed remotely by Sartorius.

Standardni pogoji prodaje blaga in storitev za slovenske subjekte

DEL I – SPLOŠNI POGOJI

1) SPREJETJE, PODROČJE UPORABE IN STRUKTURA TEH POGOJEV

- a) Ti splošni pogoji prodaje (»SPP«) se nanašajo na prodajo blaga (kot je opredeljeno v nadaljevanju) in storitev (kot so opredeljene v nadaljevanju), kot je določeno v ponudbi, ki jo je pripravila družba Sartorius (»družba Sartorius«), h kateri so ti pogoji pripeti (»ponudba«). Ponudba določa ceno, pogoje dobave in druge posebne pogoje, ki se uporabljajo. Družba Sartorius dobavi in kupec (kot je opredeljen v nadaljevanju) soglaša z nakupom blaga in (če je primerno) storitev v skladu in na podlagi teh SPP, ki skupaj s specifikacijami (kot so opredeljene v nadaljevanju) in ponudbo tvorijo »pogodbo«.
- b) Pogodba zajema celoten dogovor med pogodbenicama in nadomešča vse predhodne ali sočasne dogovore, pogodbe, pogajanja, trditve, jamstva ter pisna in ustna sporočila. Ta pogodba prevlada nad vsemi kupčevimi splošnimi pogoji nakupa, ne glede na to ali je kupec takšne druge pogoje na kakršen koli način posredoval. Izpolnitev naročila kupca ne pomeni sprejetja njegovih pogojev in ne vodi v spreminjanje ali posodabljanje te pogodbe.
- c) Ti SPP so sestavljeni iz treh (3) delov (vsak posebej kot »del« in vsi skupaj kot »deli«) Del I vsebuje »Splošne pogoje«, ki se uporabljajo za vsakršno prodajo in nakup blaga ter storitev. Del II te pogodbe vsebuje »Pogoje za prodajo blaga«, ki se skupaj z določbami dela I uporabljajo za nakup in prodajo blaga, glede na posamezen primer. Del III te pogodbe vsebuje »Pogoje za prodajo storitev«, ki se skupaj z določbami dela I uporabljajo za nakup in prodajo storitev, glede na posamezen primer.
- d) Kar koli od naslednjega pomeni naročnikovo sprejetje teh SPP brez kakršnih koli pridržkov: (i) pisna potrditev teh SPP; (ii) izdaja ali oddaja naročilnice za blago ali storitve pod temi pogoji; (iii) sprejetje kakršne koli pošiljke, dobave blaga ali storitev pod temi pogoji; (iv) plačilo za katero koli blago ali storitev(-tve); (v) datum, ko je kupec prenesel ali namestil programsko opremo ali (vi) katero koli drugo dejanje ali izraz sprejetja s strani kupca. Ne glede na vse, kar bi temu lahko nasprotovalo, velja, da če obstaja pisna pogodba, ki sta jo podpisali obe pogodbenici in ki se nanaša na prodajo blaga ali storitev, zajetih v ponudbi, bodo določila

takšne pogodbe prevladala v tolikšni meri, v kolikor so v neskladju s temi splošnimi pogoji.

- e) Ti SPP se uporabljajo zgolj za poslovne stranke in se nanašajo na poslovne transakcije.
- f) Nobena sprememba teh SPP ne more biti zavezujoča, razen če se o njej pisno dogovorita predstavnik kupca in družbe Sartorius.

2) OPREDELITVE POJMOV

Za namene teh SPP:

»**Povezana družba**« pomeni katero koli fizično ali pravno osebo, ki neposredno ali posredno (i) nadzira, (ii) je pod nadzorom ali (iii) pod skupnim nadzorom z vodilno matično družbo take pogodbenice. Za namene teh opredelitev »nadzor« pomeni neposredno ali posredno lastništvo več kot petdesetih odstotkov (50%) deležev z glasovalno pravico ali pravico do nadzora nad odločitvami o politiki zadevnega subjekta.

»**Delovni dan**« pomeni kateri koli dan, ki ni sobota, nedelja ali kateri koli dan, ki je zvezni zakonski praznik, ali kateri koli dan, ko so bančne ustanove v skladu z vladnimi ukrepi upravičene ali dolžne imeti zaprto.

»**Zaupna informacija**« pomeni kakršno koli informacijo, razkrito v pisni, ustni, elektronski ali kakršni koli drugi obliki (materialni ali nematerialni), ki je zaupne narave ali je predmet lastninske pravice in se nanaša na drugo pogodbenico in/ali njeno povezano družbo vključno, brez omejitev, z vsemi podatki o njenem poslovanju, poslih, kupcih, strankah, dobaviteljih, načrtih, strategijah ali izdelkih (obstoječih ali v pripravi).

»**Potrošni material**« pomeni pripomočke za enkratno uporabo in potrošniške izdelke, ki jih Sartorius dobavlja v skladu s to pogodbo.

»**Kupec**« pomeni osebo ali subjekt, ki sprejme ponudbo družbe Sartorius za prodajo blaga ali storitev ali katere naročilo blaga ali storitev družba Sartorius sprejme.

»**Lokacija dobave**« pomeni lokacijo, določeno v ponudbi, na katero bo družba Sartorius izvedla dobavo blaga.

»**Oprema**« pomeni opremo za biofarmaceutsko, kemično, živilsko industrijo in industrijo pijač ali akademski sektor, ki jo družba Sartorius dobavi ali namesti v skladu s ponudbo in pogodbo.

»**Višja sila**« pomeni kateri koli dogodek zunaj razumnega nadzora katere koli pogodbenice in vključuje, brez omejitev, vojno, vojno grožnjo, revolucijo, terorizem, upor ali javne nemire, stavke, zaporo ali drugo dejavnost sindikatov, blokado ali

embargo, ukrepe ali omejitve, ki jih naloži vlada ali javna oblast (vključno z, vendar ne omejeno na ukrepe za omejitev gibanja in javnega življenja), pomanjkanje oskrbe z vodo, električno energijo, gorivi, prevozom, opremo ali drugimi dobrinami ali storitvami, eksplozijo, požar, sevanje, poplavo, naravne nesreče ali neugodne vremenske razmere, pandemijo, epidemijo ali druge dogodke višje sile.

»**Blago**« pomeni blago (vključno z vgradnjo blaga ali katerega koli njegovega dela), ki ga družba Sartorius dobavi v skladu s to pogodbo, in vključuje, kadar to zahtevajo okoliščine, potrošni material, opremo, instrument, sistem in/ali programsko opremo.

»**Garancijski rok za blago**« pomeni rok, ki začne teči na dan dobave blaga na lokacijo dobave in se zaključi eno (1) leto po datumu dobave; ali pa se v primeru potrošnega materiala konča na tisti datum izmed naslednjih dveh, ki nastopi prej: (i) eno (1) leto po datumu dobave; ali (ii) ob poteku roka trajanja takega potrošnega materiala. Če dobavljeno blago predstavlja naprave, ki jih družba Sartorius ali njeni izvajalci namestijo na lokaciji kupca, začne garancijski rok teči ob zaključku namestitve, nikakor pa ne kasneje kot dva (2) meseca po dobavi.

»**SPP**« pomenijo standardne pogoje, določene v tem dokumentu in (razen če okoliščine zahtevajo drugače) vključujejo kakršne koli posebne pogoje in določila, o katerih se kupec in družba Sartorius pisno dogovorita.

»**Intelektualna lastnina**« pomeni patente, patentne prijave, modele, izume (kot so opredeljeni v nadaljevanju), razkritja izumov, poslovne skrivnosti, strokovno znanje in izkušnje, registrirane in neregistrirane avtorske pravice, avtorska dela, računalniško programsko opremo, podatkovne baze, blagovne znamke, storitvene znamke, trgovska imena in trgovska oblačila in vse podobne lastninske pravice ter vse licence ali uporabniške pravice, povezane s prej omenjenim.

»**Izum**« pomeni katero koli novo napravo, model, izdelek, računalniški program, artikel, metodo, postopek ali izboljšavo ali spremembo le-teh, ki jih je mogoče patentirati, zaščititi z avtorskimi pravicami ali v skladu z veljavno zakonodajo o topografijah ali zaščititi kot poslovno skrivnost ali na podlagi katerega koli podobnega zakona ali pa tudi ne.

»**Predmet servisiranja**« pomeni kateri koli predmet, na katerem se bodo izvajale storitve, vključno z, vendar ne omejeno blago.

»**Cena**« pomeni ceno za blago, ki je določena v skladu s ponudbo, in izraz »cene« se razlaga v skladu s to opredelitvijo.

»**Ponudba**« pomeni ponudbo, ki jo pripravi družba Sartorius in jo posreduje kupcu.

»**Predstavniki**« so zaposleni družbe Sartorius in kupca,

prav tako tudi zastopniki, svetovalci, uslužbenci, podizvajalci in povezane družbe.

»**Storive**« pomenijo popravila, preventivna vzdrževalna dela, selitve, naknadne vgradnje, nadgradnje, namestitve, kalibracije in storitve validacije, skupaj z vsemi nadomestnimi deli, ki se uporabljajo za prej navedena opravila, v povezavi z blagom.

»**Garancijski rok za storitve**« pomeni rok, ki začne teči na dan zaključka izvajanja storitev in se konča devetdeset (90) dni kasneje oziroma po preteku daljšega časovnega obdobja, ki ga družba Sartorius pisno določi kupcu v ponudbi.

»**Programska oprema**« pomeni katero koli lastniško programsko opremo, ki jo je razvila družba Sartorius za izvajanje določenih funkcionalnosti, vendar izključuje operacijske sisteme, omrežno programsko opremo, standardne pakete podatkovnih zbirk, standardno programsko opremo perifernih vmesnikov in kakršno koli programsko opremo tretjih oseb.

»**Specifikacija**« pomeni opis blaga in storitev, ki je priložen ponudbi ali drugače posredovan kupcu v pisni obliki s strani družbe Sartorius.

»**Sistem**« pomeni blago, ki vključuje fizično opremo, ki jo mora družba Sartorius dobaviti v skladu s to pogodbo, skupaj s programsko opremo in vsemi drugimi dobavljivimi izdelki, navedenimi v ponudbi (v ustreznem obsegu).

»**Rok**« pomeni obdobje, ki se začne s kupčevim brezpogojnim sprejetjem teh splošnih pogojev in konča na tisti datum od naslednjih dveh, ki nastopi prej: (i) poteče časovno obdobje, ki je določeno v ponudbi, ali (ii) poteče rok, ki je določen za šifrirno kodo, če družba Sartorius licencira programsko opremo.

»**Pisanje**« pomeni vsako pisno sporočilo v obliki pisma ali elektronskega sporočila.

Vsako sklicevanje v teh SPP na katero koli zakonsko določbo se šteje kot sklicevanje na določbo, kakor je bila spremenjena, ponovno sprejeta ali razširjena v upoštevnem trenutku.

Naslovi v teh SPP so namenjeni zgolj priročnosti in ne vplivajo na razlago vsebovanih določb.

3) PODLAGA ZA PRODAJO

- a) Družba Sartorius bo prodala, kupec pa kupil blago ali storitve v skladu z vsakokratno pisno ponudbo družbe Sartorius, ki jo kupec sprejme, ali z vsakokratnim pisnim naročilom kupca, ki ga družba Sartorius sprejme v pisni obliki, vselej ob upoštevanju teh SPP, ki bodo urejali zadevno pogodbo in hkrati izključili katere

SARTORIUS

koli druge splošne pogoje, v skladu s katerimi bi pogodba bila sprejeta ali domnevno sprejeta, ali naročilo bilo podano ali domnevno podano s strani kupca. Ustni dogovori začnejo veljati šele, ko jih družba Sartorius v pisni obliki potrdi.

- b) Zaposleni ali zastopniki družbe Sartorius niso pooblaščenici za dajanje kakršnih koli izjav v zvezi z blagom ali storitvami, razen če jih družba Sartorius potrdi v pisni obliki. Kupec ob sklenitvi pogodbe potrjuje, da se ne zanaša na in se odpoveduje kakršnemu koli zahtevku iz naslova kršitve kakršnih koli izjav, ki niso potrjene na zgoraj omenjeni način.
- c) Kakršen koli nasvet ali priporočilo, ki ju družba Sartorius ali njeni zaposleni oziroma zastopniki dajo kupcu ali njegovim zaposlenim oziroma zastopnikom v zvezi s shranjevanjem, namestitvijo ali uporabo blaga, in ju družba Sartorius ne potrdi v pisni obliki, se sme vzeti v obzir ali upoštevati zgolj na lastno odgovornost kupca, zato družba Sartorius ne odgovarja za noben nasvet ali priporočilo, ki nista potrjena na zgoraj omenjeni način. Marketinško in drugo promocijsko gradivo v zvezi z blagom ali storitvami je zgolj ilustrativne narave in ni del pogodbe. Kupec soglašča, da se pri oddaji naročila ni zanašal na nobeno izjavo ali izjave družbe Sartorius, razen tistih, ki so izrecno določene v pogodbi.
- d) Vsaka tipografska, administrativna ali druga napaka ali izpustitev katere koli prodajne literature, ponudbe, cenika, sprejema ponudbe, računa ali drugega dokumenta ali informacije, izdane s strani družbe Sartorius, vključno s spletnim mestom družbe Sartorius, se lahko popravi brez kakršne koli odgovornosti na strani družbe Sartorius.

4) NAROČILA

- a) Družba Sartorius ne trdi, ne jamči in se ne zavezuje, da bo vse blago ves čas na voljo za naročanje, in dokler ne bo sprejeto naročilo, družba Sartorius ne zagotavlja, da lahko dobavi zahtevane količine.
- b) Kupec ne sme preklicati nobenega naročila, ki ga je družba Sartorius sprejela, razen s pisno pogodbo z družbo Sartorius in pod pogojem, da bo kupec družbi Sartorius v celoti povrnil celotno izgubo (vključno z izgubo dobička), stroške (vključno s stroški dela in uporabljenega materiala), škodo, pristojbine in izdatke, ki so družbi Sartorius nastali zaradi odpovedi.
- c) Družba Sartorius lahko prekliče svojo ponudbo, ki ne vključuje nobenega roka za sprejetje, razen če prejme

pisno potrditev sprejema s strani kupca v treh (3) tednih od datuma izdaje ponudbe.

5) CENA

- a) Cena mora biti določena v ponudbi, če ponudba cene ne omenja, se določi v skladu s trenutno veljavnimi ceniki družbe Sartorius.
- b) Če ni drugače določeno v skladu s pogoji katere koli ponudbe oziroma če ni drugače dogovorjeno v pisni obliki med kupcem in družbo Sartorius, so vse cene družbe Sartorius oblikovane na podlagi klavzul CPT INCOTERMS 2020. Kupec je dolžan plačati stroške za prevoz, pakiranje, špedicijo in zavarovanje, ki nastanejo družbi Sartorius.
- c) Vse cene so brez davka na dodano vrednost (ali enakovrednega davka iz naslova prodaje) od prodaje, odtegljaja ali drugega davka (razen davka na dobiček, za katerega je zavezana družba Sartorius), ki ga mora prav tako plačati kupec. Če je za kateri koli znesek, ki ga je treba plačati na podlagi pogodbe, treba plačati davek na dodano vrednost, davek od prodaje, odtegljaj ali kateri koli drug davek, ki ima za posledico zmanjšanje zneska, ki bi ga družba Sartorius upravičeno prejela od kupca ali zadržala kupcu po pogodbi, bo kupec na zahtevo družbe Sartorius plačal družbi Sartorius tak dodatni znesek po stopnji, ki jo bo v tistem trenutku določal zakon. Kupci znotraj EU so dolžni navesti svojo identifikacijsko številko za davek na dodano vrednost.
- d) Cena, navedena v ponudbi, vključuje stroške dela, potnih stroškov in delov, pod pogojem, da se storitev izvaja v urah, ki so zajete v teh SPP. Stroški storitev ali blaga, ki jih pogodba ne zajema, bodo zaračunani ločeno v času njihovega nastanka ali dobave in po veljavnih stopnjah.

6) PLAČILNI POGOJI

- a) Ob upoštevanju kakršnih koli dodatnih ali drugih pogojev, o katerih se kupec in družba Sartorius dogovorita v pisni obliki, bo družba Sartorius upravičena, da kupcu izda račun za blago in storitve ob dobavi blaga ali kadar koli po njej oziroma ob izvedbi storitev ali kadar koli po njej. Ne glede na zgoraj navedeno v primeru, da bi kupec moral prevzeti blago in tega ne stori v skladu s ponudbo, je družba Sartorius poleg cene, navedene v ponudbi, upravičena da kupcu izda račun za:
 - i) pristojbino za skladiščenje, ki lahko znaša deset odstotkov (10%) kupnine na mesec in sicer največ

za dva (2) meseca, zatem ko družba Sartorius kupca prvič obvestil, da je blago pripravljeno za prevzem, ali (odvisno od primera) zatem ko je družba Sartorius ponudila dobavo blaga;

- jj) ceno blaga, če dva meseca po tem, ko je družba Sartorius kupca prvič obvestila, da je blago pripravljeno za prevzem, ali (odvisno od primera) ko je družba Sartorius prvotno ponudila dobavo blaga, blago še vedno skladišči družba Sartorius.
- b) Kupec plača ceno v valuti, ki je navedena na izdanem računu, v roku 30 dni od datuma računa, izdanega s strani družbe Sartorius, ne glede na to, ali je bila opravljena dobava ali izvedena storitev in ali je lastninska pravica na blagu prešla na kupca.
- c) Če kupec ne izvede nobenega plačila na dan zapadlosti, brez poseganja v katero koli drugo pravico ali pravno sredstvo, ki je na voljo družbi Sartorius, ima družba Sartorius pravico: (i) odstopiti od pogodbe ali začasno ustaviti morebitne nadaljnje dobave ali izvedbe storitev za kupca; in (ii) zaračunati kupcu obresti (tako pred kakršno koli sodbo kot tudi po njej) na neplačani znesek po najvišjih stopnjah, ki jih dovoljuje zakon, ki ureja to pogodbo, vse do popolnega plačila. Obresti se bodo obračunavale vsak dan in bodo veljale od datuma zapadlosti plačila do popolnega dejanskega plačila, bodisi pred sodbo bodisi tudi po njej.
- d) Vsa plačila se plačajo v celoti in v potrjenih sredstvih brez nikakršnega odbitka, pobota ali nasprotnega zahtevka v skladu s plačilnimi pogoji, navedenimi v ponudbi.
- e) Družba Sartorius lahko od kupca zahteva, da ta dva (2) tedna pred datumom dobave zagotovi nepreklicni in potrjeni akreditiv, bančno obveznico ali bančno garancijo kot jamstvo za plačilo. Uveljavljanje kakršnih koli pravic do zadržanja ali pobota morebitnih nasprotnih zahtevkov kupca, ki jih družba Sartorius ne prizna, niso bile ugotovljene s pravnomočno sodno odločbo in še niso pripravljene na odločitev v pravnem sporu, ni dovoljeno.
- f) Družba Sartorius ni dolžna sprejeti čekov ali menic kot način plačila. O sprejemanju takšnih načinov plačila se je treba predhodno dogovoriti in je dovoljeno v vsakem primeru le na račun izpolnitve in ne šteje kot izpolnitev obveznosti v celoti. Morebitne povezane stroške krije kupec. Dobropisi iz naslova čekov in menic se upoštevajo po odštetju vseh stroškov in se šteje, da so bili prejeti v takšni vrednosti, kot je njihova vrednost v trenutku, ko družba Sartorius lahko

dostopa do zneska v ustrezni vrednosti.

7) ODGOVORNOST

- a) Razen v primeru smrti ali telesne poškodbe, povzročene zaradi malomarnosti družbe Sartorius, družba Sartorius ne odgovarja kupcu na podlagi kakršnih koli trditev ali kakršnega koli implicitnega jamstva, pogoja ali drugega določila ali dolžnosti ali pod izrecnimi pogoji pogodbe za kakršno koli posledično izgubo ali škodo (bodisi zaradi izgube dobička ali kako drugače), stroške, izdatke ali druge zahtevke za posledično nadomestilo škode nasploh (in ne glede na to, ali so posledica malomarnosti družbe Sartorius, njenih zaposlenih, povezanih družb ali zastopnikov ali kako drugače), ki izhajajo iz ali so nastali v v zvezi z izvajanjem pogodbe, razen če ti pogoji izrecno določajo drugače.
- b) Družba Sartorius ne odgovarja za pravilno izbiro blaga za namen, ki je predviden v posameznem primeru, in za pravilno povezavo takega blaga med seboj ali s predmeti v lasti kupca. Slednje je predmet izključne odgovornosti kupca ali tiste osebe, ki v imenu kupca poveže ali opravi namestitvev blaga. Družba Sartorius ne prevzema nobene odgovornosti za nepravilne in/ali napačne povezave blaga in za kakršno koli uporabo, ki ni v skladu z veljavno zakonodajo v državi uporabe.
- c) Družba Sartorius ne odgovarja kupcu in se ne šteje, da krši pogodbo zaradi zamude pri izpolnjevanju ali neizpolnitve kakršne koli svoje obveznosti v skladu s pogodbo, če je do zamude ali neizpolnitve prišlo zaradi kakršnega koli dogodka višje sile.
- d) V največji možni meri, ki jo dopušča zakon, in ne glede na vsa določila pogodbe, iz katerih izhaja nasprotno, skupna združena odgovornost družbe Sartorius po tej pogodbi ali v zvezi z njo, ki je nastala na podlagi škodnega dejanja (vključno iz malomarnostjo), pogodbe ali na kakršen koli drug način, ne bo v skupnem znesku preseгла nižjega od naslednjih zneskov: i) dejanske neposredne škode, ki je nastala kupcu; ali ii) ceno, ki jo je kupec plačal družbi Sartorius za blago ali storitve, na podlagi katerih je nastal tak zahtevok.
- e) Ne glede na določbo 7(i) družba Sartorius ne odgovarja kupcu za kakršno koli (i) izgubo dobička ali prihodkov; (ii) izgubo ali škodo na podatkih ali informacijskih sistemih; (iii) izgubo pogodbenih ali poslovnih priložnosti; (iv) izgubo predvidenih prihrankov; (v) izgubo zaradi oslabilitve dobrega imena; ali (vi) kakršno koli posredno, posebno ali posledično izgubo ali škodo.

- f) Nobena pogodbenica ne odgovarja drugi pogodbenici za kakršno koli kršitev te pogodbe, če je kršitev povzročena s kršitvijo pogodbe s strani nasprotne pogodbenice.
- g) Družba Sartorius ne prevzema nobene odgovornosti za škodo, ki jo je katera koli oseba neposredno ali posredno utrpela zaradi (i) obratovanja ali uporabe blaga v kombinaciji s kakršno koli strojno ali programsko opremo, ki je ni dobavila družba Sartorius; (ii) kakršne koli spremembe na blagu ali kakršnem koli njegovem sestavnem delu, vključno a brez omejitev na programsko opremo, ki jo je naredil kupec ali tretja oseba; (iii) uporabe kakršne koli programske opreme tretjih oseb, ki jo je družba Sartorius zagotovila na podlagi te pogodbe; in/ali (iv) katere koli besede, opisa, blagovne znamke, naprave in druge zadeve, natisnjene na blagu na zahtevo kupca ali v skladu s specifikacijami kupca.
- h) V primeru, da gre pri blagu, dobavljenem po tej pogodbi, za blago, ki tvori sistem, kupec poravna odškodnino in odveže družbo Sartorius odgovornosti za in v zvezi s kakršnim koli zahtevkom ali grozečim zahtevkom za odškodnino, globe, stroške ali izdatke (vključno z razumnimi odvetniškimi honorarji), ki bi nastali neposredno ali posredno na podlagi (i) proizvodnje, uporabe, prodaje, distribucije, trženja ali komercialnega izkoriščanja katerega koli farmacevtskega izdelka ali druge snovi ali bili iz njih izpeljani s strani kupca ob uporabi sistema; ali (ii) spremembe sistema s strani kupca ali katere koli tretje osebe.
- i) Razen v primeru malomarnosti družbe Sartorius ali njenih zastopnikov, kupec odveže družbo Sartorius in njene zastopnike vseh zahtevkov, uperjenih proti družbi Sartorius s strani zastopnikov kupca zaradi telesne poškodbe, smrti ali izgube premoženja, ki nastanejo v prostorih družbe Sartorius ali medtem ko predstavniki kupca sodelujejo ali pomagajo predstavnikom družbe Sartorius pri njihovem delu (če tak primer obstaja) na lokaciji kupca.

8) PRENEHANJE VELJAVNOSTI

- a) Vsaka od pogodbenic lahko nemudoma odstopi od pogodbe z vročitvijo pisnega obvestila drugi pogodbenici, če druga pogodbenica: (i) zgreši bistveno kršitev te pogodbe in takšna kršitev, če je odpravljiva, ni odpravljena v dvajsetih (20) delovnih dneh od prejema pisnega opozorila; ali (ii) postane plačilno nesposobna ali se znajde v kakršnem koli postopku po zakonu o stečaju, insolventnosti ali

likvidaciji ali drugače ne more plačati svojih dolgov, kot običajno zapadejo v plačilo; ali (iii) postane predmet zasega premoženja, sodne odredbe ali sodnega naloga, ki ima pomemben škodljiv učinek na njegovo poslovanje; ali (iv) opravi prenos v korist svojih upnikov drugače kot v skladu z zagotavljanjem financ ali posojila v skladu običajnim potekom svojega tekočega poslovanja ali je zoper njo vložen predlog za stečaj; ali (v) bistveno spremeni način upravljanja ali nadzora.

- b) Če pride do uporabe te določbe, potem ima družba Sartorius brez poseganja v katero koli drugo pravico ali pravno sredstvo, ki ji je na voljo, pravico prekiniti to pogodbo ali začasno ustaviti nadaljnje dobave ali izvedbe storitev po tej pogodbi brez kakršne koli odgovornosti do kupca in, če je bilo blago dobavljeno in/ali storitve opravljene, vendar niso bile plačane, kupnina nemudoma zapade v plačilo in jo je treba plačati ne glede na kakršen koli predhodni ali drugačen dogovor.

9) ODŠKODNINA

- a) Kupec soglaša, da bo kril odškodnino, branil in odvezal družbo Sartorius odgovornosti za kakršne koli stroške, izgube, izdatke, škodo, zahtevke, obveznosti ali globe, vključno z, vendar ne omejeno na, razumne odvetniške in sodne stroške, ki izhajajo iz ali nastanejo v povezavi s (i) kakršnim koli zahtevki za kršitev katerega koli patenta ali drugih lastninskih pravic katere koli osebe ali pogodbenice, v kolikor je bilo blago izdelano v skladu s specifikacijami, ki jih je dobavil ali zahteva kupec; ali (ii) kakršnimi koli in vsemi dejanskimi ali domnevnimi poškodbami oseb ali smrtjo oseb ter kakršno koli in vso škodo ali uničenjem premoženja, ki neposredno ali posredno izvira iz ali se nanaša na blago, prodano v skladu s pogodbo, ali katere koli izdelke ali predmete, izdelane z uporabo takega blaga ali v povezavi z izdelki in opremo, ki se servisira po tej pogodbi, razen stroškov, izgub, stroškov, škode, zahtevkov, obveznosti ali glob, ki so neposredno posledica namerne kršitve ali hude malomarnosti družbe Sartorius; ali (iii) malomarnostjo in/ali namerno kršitvijo kupca, njegovih zaposlenih ali zastopnikov.
- b) Družba Sartorius soglaša, da bo branila in krila odškodnino in odvezala kupca odgovornosti, ki izhaja iz in je povezana s kakršnimi koli in vsemi stroški, izgubami, izdatki, škodo, zahtevki, obveznostmi in globami vključno z, vendar ne omejeno na, razumne odvetniške in sodne stroške, ki izhajajo iz ali so povezani z malomarnostjo in/ali namerno kršitvijo družbe Sartorius, njenih zaposlenih ali zastopnikov.

10) ZAVAROVANJE

Kupec mora na lastne stroške in izdatke vzdrževati zavarovanje splošne odgovornosti, vključno z zavarovanjem odgovornosti za izdelke, zavarovanjem za premoženjsko škodo, zavarovanjem javne odgovornosti, zavarovanjem zaključenih operacij in zavarovanjem pogodbene odgovornosti in vzdrževati takšno kritje in limite v zneskih, ki so iz tržnega vidika razumni. Poleg tega mora kupec mora na lastne stroške in izdatke vzdrževati odškodninsko zavarovanje delavcev in vsa druga zavarovanja, ki jih zahteva zakon, in sicer v zneskih, ki so iz tržnega vidika razumni. Kupec mora družbi Sartorius na podlagi njene pisne zahteve nemudoma predložiti potrdila o zavarovanju, ki dokazujejo kritja, limite in datume poteka veljavnosti zadevnih zavarovalnih polic.

11) ZAHTEVE ZA SKLADNOST

- a) Kupec in družba Sartorius morata spoštovati vse veljavne nacionalne in mednarodne zakone in druge predpise, še posebej veljavne predpise o nadzoru izvoza in sankcijske režime. Kupec prav tako soglaša, da ne bo izvažal, ponovno izvažal ali prenašal nobene programske opreme ali tehnologije, razvite s pomočjo ali ob uporabi informacij, programske opreme ali tehnologije, ki jih ponuja družba Sartorius, v nasprotju z veljavnimi zakoni ali predpisi pristojnih organov. Poleg tega kupec ne sme uporabljati nobenega blaga, storitev, informacij, programske opreme in tehnologije, ki jih ponuja družba Sartorius o ali v zvezi z jedrsko tehnologijo ali orožjem za množično uničevanje (jedrsko, biološko ali kemično) in njenimi nosilci, prav tako jih ne sme dobavljati vojaškim prejemnikom.

Za blago in storitve lahko veljajo mednarodne in nacionalne izvozne omejitve. Sprejetje in dobava naročila se bosta izvajala ob doslednem spoštovanju ustreznih zakonskih določb in predpisov o embargu. Sprejetje in izvrševanje naročil za blago in storitve, za katerega je treba pridobiti dovoljenje, je predmet izdaje ustreznih izvoznih dovoljenj s strani pristojnih državnih organov. Če za blago in storitve predvidena odobritev, družba Sartorius od končnega uporabnika zahteva ustrezno izjavo končnega uporabnika, v kateri je navedena natančna uporaba blaga in storitve vključno z informativnim profilom družbe. Blago in storitve bo dobavljeno izključno za civilne in miroljubne namene. Z naročilnico kupec soglaša, da bo spoštoval vse veljavne zakone in pravočasno zagotovil vse zahtevane informacije in podatke za

pridobitev potrebnih dokumentov.

- b) Farmaceutski izdelki, kozmetika, živila: Za kupce v farmacevtski, kozmetični in/ali živilski industriji se izrecno razume in je dogovorjeno, da ima kupec izključno odgovornost za spoštovanje zakonov, predpisov in praks, ki veljajo v njegovi panogi, vključno z, vendar ne omejeno na zdravstvene zahteve, splošne smernice proizvodnih praks in veljavne zakone, odredbe in druge določbe
- c) Varstvo podatkov: Družba Sartorius bo od kupca zahtevala, obdelovala in uporabljala osebne podatke za upravljanje zahtev, zahtevkov, naročil ali popravil kupca ter za nadaljnje upravljanje odnosov s kupcem. Nekatere od teh dejavnosti obdelave podatkov v imenu družbe Sartorius opravlja družba Sartorius Corporate Administration GmbH, Nemčija, njene povezane družbe ali zunanji ponudniki storitev. Te družbe imajo lahko svoj sedež po vsem svetu, vključno z območji zunaj Evropske unije. Za vse primere, ki vključujejo prenos osebnih podatkov, bo družba Sartorius zagotovila skladnost s predpisi o varstvu podatkov. Poleg tega bo družba Sartorius te podatke posredoval ustreznim organom, če za to obstaja zakonska obveznost. Posamezniki imajo pravico dostopa do svojih podatkov, ki jih obdeluje družba Sartorius, in do posodabljanja teh podatkov. V skladu z zakonskimi zahtevami zakonov o varstvu podatkov lahko posamezniki zahtevajo tudi, da se njihovi podatki izbrišejo ali blokirajo. Za dodatne informacije preglejte politiko varstva podatkov družbe Sartorius, ki je objavljena na <https://www.sartorius.com/en/data-protection>.
- d) Protikorupcijska zakonodaja, ameriški zakon o tujih korupcijskih praksah in zakon o podkupovanju Združenega kraljestva: Kupec priznava, da: (a) za družbo Sartorius lahko veljajo določbe zakona o tujih korupcijskih praksah iz leta 1977 Združenih držav Amerike, 91 splošnih zakonov, oddelek 1495 in naslednji (»FCPA«); in (b) za družbo Sartorius lahko veljajo drugi zakoni o podkupovanju in korupciji, med drugim tudi zakon o podkupovanju Združenega kraljestva in lokalni predpisi, veljavni v pravnih redih, ki so zajeti v tej pogodbi. Kupec nadalje priznava, da je seznanjen z določbami FCPA, zakona o podkupovanju ZK in veljavnimi lokalnimi zakoni o podkupovanju in korupciji ter da ne bo sprejel ali dovolil nobenega dejanja, ki bi pomenilo kršitev ali vodilo v kršitev s strani družbe Sartorius določb FCPA, zakona o podkupovanju ZK ali veljavne lokalne zakonodaje o podkupovanju in korupciji.

12) RAZNO

- a) Vsako obvestilo, ki ga katera koli pogodbenica zahteva ali dopušča njegovo predložitev nasprotni pogodbenici v skladu s temi SPP, mora biti v pisni obliki in naslovljeno na drugo pogodbenico na naslov njenega sedeža, glavnega kraja poslovanja ali na drug naslov, o katerem je bila pogodbenica, ki pošilja obvestilo, ob ustreznem času obveščena na način, ki je skladen s to določbo.
- b) Nobena oprostitev kakršne koli kupčeve kršitve pogodbe s strani družbe Sartorius se ne more šteti kot oprostitev kakršne koli poznejše kršitve iste ali katere druge določbe.
- c) Če postanejo posamezne določbe teh SPP v celoti ali delno neučinkovite, to ne vpliva na preostale določbe teh SPP. To velja tudi, če je v pogodbi ugotovljena nenamerna izpustitev. Popolnoma ali delno neučinkovita določba se nadomesti in nenamerna izpustitev v SPP se zapolni z ustrežno določbo, ki se, kolikor je to zakonsko mogoče, najbolj približa prvotnemu namenu pogodbenic ali tistemu, kar bi glede na pomen in namen teh SPP pogodbenici nameravali, če bi se zavedali neučinkovitosti ali izpustitve zadevne(-nih) določb(-e).
- d) Pogodba ureja slovenska zakonodaja. Konvencija Združenih narodov o pogodbah o mednarodni prodaji blaga (CISG) z dne 11. aprila 1980 se ne uporablja.

V primeru, da se stranka nahaja v Evropski uniji ali Združenem kraljestvu, je treba spore po tej pogodbi vložiti na lokalno sodišče kjer je sedež Sartoriusa, obe stranki tako soglašata s sodno pristojnostjo in lokacijo sodišč. Poleg tega ima družba Sartorius pravico, da po lastni presoji uveljavlja zahtevke na sodišču, kjer je sedež stranke. Po vložitvi tožbe mora dobavitelj na podlagi lastnih pravic in zahtevkov omejiti vložitev nasprotne tožbe na določeno sodišče, pred katerim je bila vložena prvotna tožba, ali za izravnavo lastnega zahtevka zoper zahtevke, vloženi v omenjeni tožbi pred sodiščem.

V primeru, da se stranka nahaja zunaj Evropske unije ali Združenega kraljestva, se vsi spori ali zahtevki, ki izhajajo iz ali se nanašajo na to pogodbo/njeno veljavnost, dokončno rešijo v skladu s pravili ICC o spravi in arbitraži brez uporabe običajnih sodišč. Kraj arbitraže je kraj Sartoriusovega sedeža. Sartorius ima pravico, da po lastni presoji uveljavlja lastne zahtevke na sedežu stranke. Arbitražni postopek bo potekal v

angleškem jeziku.

- e) Vsaka pogodbenica se zavezuje, da bo varovala zaupnost vseh zaupnih podatkov in da zaupnih informacij druge pogodbenice ne bo uporabljala ali razkrivala nobeni osebi, razen da lahko te zaupne podatke razkrije kateremu od svojih zastopnikov, ki se z njimi mora seznaniti zaradi izvajanja kakršne koli obveznosti po tej pogodbi, pod pogojem, da bo ta pogodbenica zagotovila, da se vsak predstavnik, ki se mu razkrijejo zaupne informacije, zaveda njihove zaupne narave in soglašata s spoštovanjem te določbe, kot da bi sam nastopal v vlogi pogodbenice; (ii) razkriti kakršne koli zaupne informacije, kot to predpisuje zakonodaja, sodišče, vladni regulativni ali nadzorni organ ali kateri koli drug organ s pristojno jurisdikcijo.
- f) Naročila v celoti ali delno niso prenosljiva in ne morejo biti predmet dodelitve drugi osebi brez izrecnega pisnega soglasja družbe Sartorius.
- g) Vsako marketinško, promocijsko ali drugo oglaševalsko gradivo, v pisni ali elektronski obliki, ki se nanaša na družbo Sartorius, njene povezane družbe, izdelke ali te SPP mora pred uporabo ali objavo odobriti družba Sartorius.
- h) Družba Sartorius ali njene povezane družbe imajo v lasti določene trgovske znamke, blagovne znamke, trgovska imena, logotipe in druge oblike intelektualne lastnine. Brez izrecnega dovoljenja družbe Sartorius ni dovoljena uporaba nobenih trgovskih znamk, blagovnih znamk, trgovskih imen, logotipov ali drugih oblik intelektualne lastnine družbe Sartorius ali njenih povezanih družb, prav tako ni dovoljeno prisvajanje, uporaba ali registracija besed, besednih zvez ali simbolov, ki so podobne katerim od trgovskih znamk, blagovnih znamk, trgovskih imen, logotipov ali drugih oblik intelektualne lastnine družbe Sartorius ali njenih povezanih družb, ki bi lahko vodile do zmede ali negotovosti, ali na kakršen koli način poškodovale ali kršile te pravice, ali iz katerih bi izhajalo, da družba Sartorius potrjuje izdelke ali storitve tretjih subjektov.
- i) Nobena določba teg pogodbe ne more biti razumljena v smislu vzpostavitve partnerstva med pogodbenicama ali tako, da bi katera koli pogodbenica za kakršne koli namene postala zastopnik druge pogodbenice. Poleg tega bo vsaka pogodbenica še naprej izključno odgovorna za svoja dejanja, izjave, zaveze, izvedbe, izdelke (v primeru družbe Sartorius ob upoštevanju drugih določil teh SPP v zvezi z blagom in storitvami) ter zaposlene.

- j) Nobena določba tega dokumenta ni namenjena ustvarjanju pravic tretjih oseb napram družbi Sartorius.

DEL II - POGOJI ZA PRODAJO BLAGA

Če kupec kupuje blago od družbe Sartorius, se izključno v povezavi z nakupom in prodajo blaga in zgolj blaga, poleg določb dela I teh SPP uporabljajo tudi naslednje določbe.

13) SPECIFIKACIJE

- a) Kupec je odgovoren družbi Sartorius za zagotavljanje točnosti pogojev (vključno z vsemi ustreznimi specifikacijami) kakršnega koli posredovanega naročila («Specifikacije kupca»), prav tako je odgovoren, da družbi Sartorius v zadostnem roku posreduje vse potrebne informacije v zvezi z blagom, da ji omogoči izvedbo pogodbe v skladu z njenimi pogoji.
- b) Količina, kakovost in opis blaga ter morebitne specifikacije blaga so določene v ponudbi družbe Sartorius.
- c) Če se bo blago izdelovalo na podlagi ali bo družba Sartorius za blago uporabila kakršen koli postopek v skladu s specifikacijami kupca, ki jih ta posreduje, mora kupec družbi Sartorius povrniti vsakršno izgubo, škodo, stroške in izdatke, katerih plačilo bi bilo družbi Sartorius naloženo ali ki bi družbi Sartorius nastali v zvezi z ali ki bi jih družba Sartorius plačala ali se zavezala plačati zaradi poravnave zahtevkov zaradi kršitev pravic intelektualne lastnine katere koli druge osebe, ki bi bila posledica uporabe specifikacij kupca s strani družbe Sartorius.
- d) Družba Sartorius si pridržuje pravico do kakršnih koli sprememb (i) specifikacij ali, če je primerno, specifikaciji blaga kupca, ki morajo biti skladne z veljavnimi varnostnimi ali drugimi zakonskimi zahtevami; in/ali (ii) če bo blago dobavljeno po specifikacijah družbe Sartorius, tudi do sprememb sestavnih delov, funkcionalnosti ali značilnosti delovanja blaga, dobavljivega po že veljavnem naročilu, pod pogojem, da bo blago še naprej v celoti ustrezalo specifikacijam ali specifikacijam kupca, ki so veljale v času naročila.

14) DOBAVA

- a) Blago bo dobavljeno na lokacijo dobave na ali pred datumi, navedenimi v ponudbi. Družba Sartorius pisno

obvesti kupca takoj, ko bo to razumno izvedljivo, ko ugotovi, da obstaja verjetnost zamude pri dobavi, in po možnosti sporoči popravljen predviden termin. Blago je mogoče dobaviti po delih. Kakršna koli zamuda pri dobavi ali napaka na enem od delov dobave ne daje kupcu pravice do odpovedi katerega koli drugega dela dobave ali same pogodbe. Če se pogodbenici ne dogovorita drugače, mora embalažni material na lastne stroške odstraniti kupec.

- b) Družba Sartorius si bo na razumen način prizadevala spoštovati roke dobave, vendar so ti datumi le okvirni in datum dobave ni bistvena sestavina, zato družba Sartorius ne odgovarja za kakršno koli zamudo pri dobavi blaga, ne glede na to, kakšen je bil vzrok zamude. Družba Sartorius lahko blago dobavi kupcu tudi pred datumom dobave iz ponudbe, in sicer po posredovanju razumnega obvestila kupcu.
- c) Kupec priznava, da kakršna koli odstopanja v količinah naročenega blaga do 10% več ali 10% manj od naročene količine ne bodo obravnavana kot nezagotovitev dobave naročenega blaga s strani družbe Sartorius, pod pogojem, da bo družba Sartorius kupcu zaračunala in bo kupec dolžan plačati le dejansko dobavljene količine.
- d) Če Sartorius blaga v celoti ne more dobaviti iz kakršnega koli razloga z izjemo dejavnikov, ki jih družba Sartorius ne more razumno nadzorovati ali ki so nastali po krivdi kupca, bo družba Sartorius kupcu ustrezno odgovorna, pri čemer je odgovornost družbe Sartorius omejena na znesek kupnine tistega blaga, ki ga družba Sartorius ni dobavila.

15) TVEGANJE IN LASTNINSKA PRAVICA

- a) Tveganje za škodo na blagu ali izgubo blaga preide na kupca: (i) v primeru dobave blaga v prostore družbe Sartorius, v trenutku, ko družba Sartorius obvesti kupca, da je blago na voljo za prevzem; ali (ii) v primeru dobave blaga izven prostorov družbe Sartorius v trenutku dobave ali, če kupec neupravičeno ne prevzame blaga, v trenutku, ko je družba Sartorius ponudila dobavo blaga.
- b) Ne glede na dobavo in prehod tveganja, ki se nanaša na blago, in na katero koli drugo določbo teh pogojev, lastninska pravica na blagu ne preide na kupca, dokler družba Sartorius ne prejme plačila celotne kupnine za blago v gotovini ali potrjenih sredstvih.
- c) Dokler lastninska pravica na blagu ne preide na kupca, ima kupec blago v posesti kot fiduciarni

upravitelj družbe Sartorius in depozitar, ki mora blago hraniti ločeno od svojega lastnega blaga in blaga tretjih oseb, ter ga mora pravilno shranjevati, varovati, zavarovati in označiti kot lastnino družbe Sartorius in z razumno skrbnostjo skrbeti za blago in ga hraniti v stanju, v katerem je bilo dobavljeno, tor nemudoma obvestiti družbo Sartorius, če se znajde v postopku, ki je povezan s plačilno nesposobnostjo, in na podlagi razumnega obvestila družbi Sartorius omogočiti pregled blaga med kupčevim običajnim delovnim časom in družbi Sartorius zagotoviti informacije o blagu, ki jih ta lahko občasno zahteva. Dokler kupec ne izve ali bi moral razumno vedeti, da je prišlo ali bo najverjetneje prišlo do primera plačilne nesposobnosti, je upravičen do preprodaje ali uporabe blaga v običajnem poslovanju, vendar mora družbi Sartorius polagati račune za izkupiček od prodaje ali drugačne uporabe blaga, ne glede na to, ali je opredmeten ali neopredmeten, vključno s prihodki od zavarovanja, in mora vse takšne prihodke hraniti ločeno od sredstev ali lastnine kupca in tretjih oseb, v primeru opredmetenega iztržka pa mora slednjega ustrezno shraniti, zaščititi in zavarovati. Če kupec blago proda v skladu z zgoraj navedenim, lastninska pravica preide na kupca tik pred preprodajo. Če kupec kadar koli, preden lastninska pravica na blagu preide na kupca, obvesti družbo Sartorius ali družba Sartorius upravičeno verjame, da je kupec postal ali bo verjetno postal predmet postopka v zvezi s plačilno nesposobnostjo, lahko družba Sartorius (i) od kupca zahteva, da ta blago ponovno dobavi družbi Sartorius (na stroške kupca, če Sartorius tako zahteva); in/ali, (ii) če kupec tega nemudoma ne stori, vstopi v kateri koli prostor, kjer je blago shranjeno, in ga ponovno prevzame.

d) Dokler lastninska pravica na blagu ne preide na kupca (in pod pogojem, da blago še vedno obstaja in ni bilo preprodano), ima družba Sartorius kadar koli pravico zahtevati, da kupec blago dobavi družbi Sartorius in, če kupec tega nemudoma ne stori, lahko vstopi v kateri koli prostor kupca ali katere koli tretje osebe, kjer je blago shranjeno, in blago ponovno prevzame.

e) Kupec ni upravičen zastaviti ali na kakršen koli način ponuditi kot zavarovanje kakršnega koli dolga blago, ki ostaja v lasti družbe Sartorius, če pa to stori, vsa sredstva, ki jih kupec dolguje družbi Sartorius (ne glede na druge pravice ali pravna sredstva družbe Sartorius) nemudoma zapadejo v plačilo.

16) JAMSTVA IN PRAVNA SREDSTVA

a) Pod pogoji, določenimi v tej pogodbi, družba Sartorius jamči, da bo blago v času dobave ustrezalo

specifikacijam in bo, kar se tiče materiala in izvedbe, za čas trajanja garancijskega roka brez napak. Družba Sartorius bo po lastni izbiri popravila, nadomestila ali povrnil ceno blaga, ki ni v skladu s to določbo 16(a) pod pogojem, da kupec pisno obvesti družbo Sartorius (i) v primeru napak, ki jih odkrije v okviru fizičnega pregleda, najpozneje v petih (5) delovnih dneh od prihoda blaga na lokacijo dobave; ali (ii) v primeru skritih napak v razumnem roku od prihoda blaga na lokacijo dobave, da del ali celotno blago ni v skladu s to določbo 16(a) in dovolj podrobno opredeli naravo in obseg napak ter skladnost s kakršno koli politiko vračila družbe Sartorius, o kateri je bil kupec občasno obveščen. Šteje se, da je kupec sprejel blago, če družba Sartorius ne obvesti o kakršni koli neskladnosti blaga s to določbo 16(a) v zgoraj določenih rokih.

b) Zgornja jamstva daje družba Sartorius pod naslednjimi pogoji: (i) družba Sartorius ne prevzema nobene odgovornosti za kakršno koli napako na blagu, ki izhaja iz kakršne koli skice, zasnove ali specifikacije kupca, predložene s strani kupca; in (ii) družba Sartorius ne odgovarja za kakršno koli napako, ki bi nastala zaradi obrabe, namerne škode, malomarnosti, nenormalnih delovnih pogojev, neupoštevanja navodil družbe Sartorius (bodisi ustnih ali pisnih) za skladiščenje, namestitvev, zagon, uporabo ali vzdrževanje blaga ali dobre prakse v zvezi s skladiščenjem, namestitvijo, zagonom, uporabo ali vzdrževanjem blaga, zlorabo ali spremembo ali popraviлом blaga brez odobritve s strani družbe Sartorius; (iii) družba Sartorius ne prevzema nobene odgovornosti v skladu z zgornjimi jamstvi (ali katerimi koli jamstvi, pogoji ali garancijami), če celotna kupnina blaga ni bila plačana do roka plačila; (iv) zgornje jamstvo ne velja za dele ali materiale, ki jih ne proizvaja družba Sartorius, v zvezi s slednjimi je kupec upravičen le do ustreznega jamstva ali garancije, ki jo daje proizvajalec družbi Sartorius; (v) družba Sartorius ne prevzema nobene odgovornosti v skladu z zgornjim jamstvom (ali katerimi koli jamstvi, pogoji ali garancijami), če kupec blago uporablja, potem ko je obvestil družbo Sartorius, da takšno blago ni v skladu z določbo 16 (a) te pogodbe; (vi) družba Sartorius ne prevzema nobene odgovornosti v skladu z zgornjim jamstvom (ali katerimi koli drugimi jamstvi, pogoji ali garancijami), če takšna napaka nastane kot posledica škode ali izgube, ki nastane po prehodu tveganja, ki se nanaša na blago, na kupca.

c) Brez poseganja v izrecne določbe teh SPP, so vsa jamstva, pogoji ali druga določila, ki jih predvideva kakšen predpis ali zakon, izključeni v največji možni meri, ki jo zakon dopušča. Razen kot je določeno v okviru tega oddelka 16, družba Sartorius ne daje

nobenh jamstev, pogojev niti nobenh navedb v zvezi z blagom.

17) INTELEKTUALNA LASTNINA

- a) Ne glede na katero koli drugo določbo te pogodbe ali njeno odpoved oziroma prenehanje veljavnosti, je družba Sartorius lastnik vseh pravic, lastninskih pravic in deležev v zvezi z vso intelektualno lastnino, povezano z blagom, ki je v lasti ali jo upravlja družba Sartorius na dan izdaje ponudbe, in vsakršne intelektualne lastnine, ki jo je razvila družba Sartorius po pisni potrditvi naročila, pod pogojem, da ne temelji izključno na in vsebinsko ne uporablja: (i) zaupnih informacij kupca; ali (ii) intelektualne lastnine v lasti kupca. Če v tej pogodbi ni izrecno določeno drugače, predmetni SPP ne pomenijo prenosa, podelitve, oddaje v zakup ali licenciranja niti kupcu na noben drug način ne zagotavljajo nikakršnih pravic ali interesov v zvezi z intelektualno lastnino v lasti družbe Sartorius. Pridobitev in vzdrževanje avtorskih pravic ali pravic intelektualne lastnine, v povezavi z blagom, ali katerih koli drugih lastninskih pravic v zvezi s katero koli tehnologijo, vključno z vsemi izumi v lasti družbe Sartorius, se izvajajo in zasledujejo zgolj po presoji in na stroške družbe Sartorius.
- b) Če blago ali kateri koli njegov del postane ali je po mnenju družbe Sartorius verjetno predmet kršitve, kupec dovoli družbi Sartorius, da na podlagi lastne odločitve in na lastne stroške (i) pridobi za kupca pravico do nadaljnje uporabe; ali (ii) nadomesti ali spremeni blago (ali prizadete dele ali elemente blaga), s čimer bo kršitev odpravil, pod pogojem, da takšna zamenjava in/ali sprememba ne vpliva bistveno na funkcionalnost ali učinkovitost blaga. Obveznost družbe Sartorius po tej določbi ne velja za blago, ki ga kupec spremeni ali uporabi drugače kot v skladu s to pogodbo ali navodili družbe Sartorius. Kupec bo družbi Sartorius povrnil vsakršno izgubo, škodo, obveznost, stroške in izdatke, ki bi mu nastali v povezavi s kakršnimi koli zahtevki, ki izhajajo iz takšne spremembe ali uporabe.
- c) V zvezi z blagovnimi znamkami, pritrjenimi ali vključenimi v blago, mora biti uporaba blagovnih znamk skladna to pogodbo in s smernicami družbe Sartorius (ali dajalca licence) za blagovne znamke (če obstajajo), ki bodo kupcu občasno predložene, in vsakršno dobro ime, povezano z uporabo blagovnih znamk, bo v korist družbe Sartorius (ali dajalca licence), kupec pa bo na zahtevo družbe Sartorius na lastne stroške podpisal vse dokumente in storil vse,

kar je potrebno za prenos takega dobrega imena na družbo Sartorius ali njenega dajalca licence, kakor je v danem primeru ustrezno. Kupec se zavezuje, da se ne bo prijavil za registracijo oziroma registriral iste blagovne znamke ali tako podobne blagovne znamke, ki bi povzročale zmedo, niti ne bo priskrbel ali pomagal komu drugemu, da to stori, ter razen v obsegu, v katerem družba Sartorius poda pisno dovoljenje, ne bo spreminjal niti odstranjeval blagovnih znamk iz blaga.

18) SISTEMI IN PROGRAMSKA OPREMA

Če kupec licencira programsko opremo družbe Sartorius, vključno s programsko opremo, licencirano v povezavi z nakupom katerega koli blaga ter katero koli in vsakršno programsko opremo ali sistemsko opremo, vključeno ali naloženo oziroma drugače povezano s kupljenim blagom, se uporabljajo naslednje dodatne določbe:

- a) Družba Sartorius kupcu podeli neizključno pravico in licenco za uporabo kopije programske opreme v obliki predmeta, torej na berljivem računalniškem nosilcu, ki ga kupcu priskrbi družba Sartorius.
- b) Programska oprema in z njo povezane avtorske pravice so v lasti družbe Sartorius, njenih povezanih družb in/ali določenih dobaviteljev družbe Sartorius in njenih povezanih družb, prav tako pa lastninska pravica na programski opremi na splošno in, kar zadeva posamezne avtorske pravice, ne preide na kupca zgolj zaradi uporabe programske opreme s strani kupca. Licenčnih pravic podeljenih po tej pogodbi ni dovoljeno prenašati na tretje osebe brez pisnega dovoljenja družbe Sartorius.
- c) Programska oprema je zaščitena z ustreznimi nacionalnimi zakoni o avtorskih pravicah in mednarodnimi pogodbami, kupec je ne sme kopirati ali dovoliti njenega kopiranja, razen če ima pravico do (i) izdelave takšne kopije, ker jo potrebuje za uporabo programske opreme v skladu s predvidenim namenom, vključno z odpravljanjem napak, (ii) podvajanja programske opreme za varnostno kopiranje ali arhiviranje in prenos programske opreme na pomožni računalnik za primer okvare računalnika ali (iii) opazovanja, proučevanja ali preizkušanja delovanja programske opreme, da se določijo ideje in načela, ki predstavljajo osnovo posameznih elementov programske opreme, če to kupec stori med izvajanjem katerega koli dejanja nalaganja, prikazovanja, izvajanja, prenosa ali

shranjevanja programske opreme, do katere je upravičen.

- d) Kupec (i) ne sme uporabljati blaga in pripadajoče dokumentacije za uporabo v humani in vitro diagnostiki, (ii) programske opreme ne sme uporabljati drugače kot z kupljenim blago ali za kakršen koli namen zunaj obsega aplikacije, za katero je namenjena, in (iii) ne sme opraviti ali dopustiti obratnega inženiringa, razstavljanja, dekompiliranja, spreminjanja ali prilagajanja programske opreme ali kombiniranja programske opreme s kakršno koli drugo programsko opremo, razen če je to potrebno le za pridobitev informacij, potrebnih za doseganje interoperabilnosti programske opreme z drugimi programi, pod pogojem, da informacije potrebne za doseganje interoperabilnosti niso bile kupcu predhodno na voljo, in (iv) programske opreme ne sme prenesti v nobeno državo, s čimer bi prišlo do kršitev veljavnih predpisov o nadzoru uvoza ali izvoza. Kupec se zavezuje, da se ne bo odstranil proizvajalčevih oznak in zlasti obvestil o avtorskih pravicah ter da jih ne bo spreminjal brez predhodnega pisnega soglasja družbe Sartorius. Vse druge pravice do programske opreme in dokumentacije ter v zvezi z njo, vključno z njenimi kopijami, ostanejo v lasti družbe Sartorius. Kupec ni upravičen do podeljevanja podlicenc za programsko opremo.
- e) Nadalje se kupec zaveda, da za njegovo uporabo programske opreme veljajo pogoji licenčne pogodbe ali obvestila katere koli tretje osebe, ki jih kupcu posreduje družba Sartorius, in zanjo veljajo pravice tretjih lastnikov ali ponudnikov programske opreme in systemske opreme, ki se nanašajo na programsko opremo, in kupec mora spoštovati pogoje takšnih licenčnih pogodb in pravic tretjih oseb, ki jih vnaprej posreduje družba Sartorius.
- f) Programska oprema je predmet omejenih jamstev, ki veljajo za sistem, kakor je določeno v oddelku 16 in ni predmet nobenih drugih jamstev, izrecnih ali implicitnih.
- g) Družba Sartorius ne daje nobenih navedb ali jamstev, izrecnih ali implicitnih, iz katerih bi izhajalo da bo delovanje programske ali systemske opreme nemoteno ali brez napak in da bodo funkcije, ki jih vključuje programska ali systemska oprema, izpolnjevale zahteve ali omogočale uporabo izven dogovorjenih specifikacij. Za popravila programske ali systemske opreme, izvedena med garancijskim rokom za blago, velja garancija za obdobje treh (3) mesecev od datuma pošiljanja s strani družbe Sartorius ali do

izteka garancijskega obdobja za blago, kateri koli od teh rokov je daljši.

- h) Neupoštevanje katerega koli pogoja iz tega pododdelka prekine kupčevo pravico do uporabe programske opreme. V primeru prenehanja takšne pravice mora kupec družbi Sartorius vrniti disk, ki ga je zagotovila družba Sartorius, in vse njegove kopije ali kopije katere koli druge programske opreme.
- i) Kakršne koli nadomestitve, popravki ali nadgradnje programske opreme, ki jih kupec v nadaljevanju prejme od družbe Sartorius ali njene povezane družbe, so predmet enakih omejitev in določb, kot jih predpisuje ta pododdelek, ne glede na to, ali so določbe tega pododdelka ali ti SPP izrecno omenjeni, ko kupec prejme takšno nadomestitev, popravek ali nadgradnjo, razen če se takšna nadomestitev, popravek ali nadgradnja zagotovi na podlagi posebne licenčne pogodbe, ki s svojimi pogoji izrecno nadomešča te SPP. Garancijski rok za kakršno koli nadgradnjo je eno (1) leto od datuma dobave kupcu. Kakršne koli take nadomestitve, popravki ali nadgradnje se zagotovijo po cenah in v skladu s plačilnimi pogoji, ki bodo dogovorjeni ob njihovi zagotovitvi.
- j) Družba Sartorius ne prevzema nobene odgovornosti za obveznosti iz naslova garancije, če so bile kakršne koli spremembe programske ali systemske opreme izvedene s strani kogar koli drugega razen družbe Sartorius ali njenih pooblaščenecv. Poleg tega družba Sartorius lahko zaračuna vse stroške in izdatke, ki nastanejo do odkritja kakršne koli takšne spremembe, in stroške vseh nadaljnjih popravil, ki so potrebna za vrnitev programske ali systemske opreme v zajamčeno stanje.
- k) Kupec se zaveda, da družba Sartorius soglašja in je zmožna ponuditi programsko opremo, sistem ali namestitve po navedenih cenah, le ob upoštevanju in v skladu z zgoraj omenjenimi omejitvami.

19) OPREMA

Če kupec od družbe Sartorius kupuje opremo, ki jo bo družba Sartorius tudi namestila, veljajo naslednje dodatne določbe:

- a) Tovarniški preizkusi uspešnosti (Factory acceptance tests, »FAT«): Družba Sartorius bo kupca pisno obvestila, kdaj bo oprema pripravljena za testiranje v prostorih družbe Sartorius. Po takem obvestilu se bodo predstavniki obeh pogodbenic na sporazumno dogovorjeni datum in na lastne stroške zglasili v

prostorih družbe Sartorius za namene preskušanja opreme v skladu z veljavnimi specifikacijami, pri čemer bo družba Sartorius pripravila zapisnik o tovarniških preizkusih uspešnosti »FAT« in kupec ga bo potrdil. Družba Sartorius bo kupcu poslala potrjeno poročilo o rezultatih kakršnega koli preskusa. Ko bo oprema preizkušena v skladu s to določbo 19 a), bo družba Sartorius dobavila opremo na lokacijo dobave kupca, in sicer na sporazumno dogovorjeni datum.

- b) Preizkus uspešnosti na kraju samem (»SAT«): Po zaključku namestitve in zagona opreme se bodo predstavniki družbe Sartorius in kupca na sporazumno dogovorjeni datum in na lastne stroške zglasili na lokaciji dobave za namene zagona in preizkusa uspešnosti opreme v skladu z veljavnimi specifikacijami, pri čemer bo družba Sartorius pripravila zapisnik o preizkusih uspešnosti na kraju samem »SAT« in kupec ga bo potrdil. Družba Sartorius bo kupcu poslala potrjeno poročilo o rezultatih kakršnega koli preskusa. Poleg vseh ostalih pravnih sredstev, ki so na voljo v skladu s temi SPP, lahko družba Sartorius prekine to pogodbo s takojšnjim učinkom na podlagi pisnega obvestila poslanega kupcu, če kupec ne sprejme opreme v skladu z določbami zapisnika SAT in takšna zamuda traja deset (10) dni prejemu pisnega obvestila družbe Sartorius.

DEL III – POGOJI ZA PRODAJO STORITEV

Če kupec kupuje storitve od družbe Sartorius, se izključno v povezavi z nakupom in prodajo storitev in zgolj storitev, poleg določb dela I teh SPP uporabljajo tudi naslednje določbe.

20) PREDMET, NA KATEREGA SE NANAŠAJO STORITVE

- a) Kadar predmet, na katerega se nanašajo storitve, ni bil kupljen pri družbi Sartorius, kupec obvesti družbo Sartorius še pred izvedbo storitev o vseh obstoječih pravicah intelektualne lastnine v zvezi s predmetom, na katerega se nanašajo storitve, poleg tega kupec povrne družbi Sartorius vsakršno škodo, ki bi jo utrpela iz naslova zahtevkov tretjih oseb z zvezi s tovrstnimi pravicami intelektualne lastnine.
- b) Kupec mora zagotoviti, da predmeti, na katere se nanašajo storitve v okviru storitev po tej pogodbi, ne predstavljajo nikakršne nevarnosti za zdravje za zastopnike ali zaposlene družbe Sartorius.
- c) Če v ponudbi družbe Sartorius ni določeno drugače, je običajen delovni čas po tej pogodbi od ponedeljka do

petka, od 8. do 17. ure EST v Sartoriusovih prostorih, z izjemo praznikov.

21) STORITVE NAMESTITVE

- a) Če je dogovorjeno in podrobneje opredeljeno v ponudbi, bo družba Sartorius namestila blago, pod pogojem, da sta se družba Sartorius in kupec pravočasno dogovorila glede vseh potrebnih informacij v zvezi z namestitvijo blaga, zlasti glede lokacije namestitve in vseh skic in drugih ustreznih podrobnosti, vključno z vsemi programskimi vmesniki, tako da bo omogočena uspešna namestitev. O časovnih vidikih zagotavljanja potrebnih informacij s strani obeh pogodbenic, se dogovorijo ustrezni projektni vodje vsake pogodbenice v roku enega (1) meseca od datuma, ko družba Sartorius sprejme naročilo kupca.
- b) Družba Sartorius ima pravico spreminjati ceno za kritje kakršnih koli posebnih stroškov prevoza, ravnanja, dviganja ali drugih stroškov namestitve ter za kritje skladiščenja ali drugih stroškov, ki izhajajo iz zamud kupca pri pripravi lokacije namestitve in pomanjkljivega zagotavljanja pravih in popolnih informacij, navodil, licenc in soglasij ali drugih zamud v zvezi s pogoji, potrebnimi za izdelavo, spreminjanje, dobavo, odpremo, dostavo in namestitev blaga.
- c) V primeru, da blaga zaradi zamud pri pripravi lokacije namestitve ni bilo mogoče namestiti v roku dveh (2) mesecev po dobavi, bo družba Sartorius upravičena da kupcu zaračuna ceno blaga in storitve namestitve.
- d) V primerih, ko se pogodbenici dogovorita, da družba Sartorius namesti blago, kupec na svoje stroške (i) pripravi lokacijo namestitve; (ii) zagotoviti primerne delovne pogoje; (iii) zagotoviti družbi Sartorius varna območja za shranjevanje materialov in opreme za namestitev; (iv) zagotoviti ustrezen dostop do lokacije namestitve; (v) zagotoviti, da je lokacija namestitve varna in potrdi, da niso prisotne nobene kemične ali biološke nevarnosti; (vi) pred namestitvijo zagotovi vsakršno infrastrukturo, ki jo določi družba Sartorius, vključno z oskrbo z električno energijo, vodo, plinom, stisnjanim zrakom, podatkovnimi omrežji, nadzorom okolja, prezračevalnimi sistemi, ustreznimi dvignimi napravami in razsvetljavo, ne glede na splošno naravo zgoraj navedenega.
- e) Na zahtevo družbe Sartorius bo kupec izpolnil in zagotovil dovoljenja za delo in bo predstavnikom družbe Sartorius po najboljših močeh olajšal dostop do lokacije namestitve po potrebi tudi izven običajnega

delovnega časa. Družba Sartorius si bo na razumen način prizadevala, da bo v obsegu, ki je dopusten v skladu z veljavno zakonodajo, izpolnila kakršne koli posebne zahteve glede lokacije, o katerih je bila predhodno pisno obveščena.

- f) Družba Sartorius si pridržuje pravico, da zavrne namestitev blaga, če njenem mnenju lokacija in/ali dostop nista pripravljena ali zagotovljena, kot je določeno zgoraj, in ne odgovarja za kakršno koli izgubo, škodo ali dodatne stroške, ki bi nastali zaradi takšne neskladnosti.
- g) Razen v primeru malomarnosti s strani družbe Sartorius ali njenih zastopnikov, mora kupec družbo Sartorius in njene zastopnike odvezati odgovornosti v zvezi z vsemi zahtevki, izgubami, škodo, globami in drugimi zahtevami uperjenimi proti družbi Sartorius iz naslova telesnih poškodb ali smrti, do katerih pride med namestitvijo.

22) STORITVE, KI SE IZVAJAJO V POSLOVNIH PROSTORIH DRUŽBE SARTORIUS

Za vse predmete, ki so predmet servisiranja v poslovnih prostorih družbe Sartorius, velja naslednje:

- a) Predmete, ki so predmet servisiranja v poslovnih prostorih družbe Sartorius, bo kupec zapakiral in odposlal izključno na svoje lastne stroške, kupec hkrati nosi tudi tveganje izgube v povezavi s takšnim pošiljanjem v poslovne prostore družbe Sartorius ali iz njih. Na zahtevo kupca bo prevoz v poslovne prostore družbe Sartorius in po potrebi iz njih na stroške kupca zavarovan pred zavarovalnimi transportnimi tveganji, npr. tatvino, poškodovanjem ali požarom. V času izvajanja storitev v poslovnih prostorih družbe Sartorius, družba Sartorius ne zagotavlja nobenega zavarovalnega varstva. Kupec mora zagotoviti, da se ohrani obstoječe zavarovalno kritje za predmet, na katerem se opravljajo storitve, in zgolj na kupčevo izrecno zahtevo in na njegove stroške bo družba Sartorius zagotovila zavarovanje za kritje takšnih tveganj.
- b) Storitve po tej pogodbi se štejejo za opravljene in dokončane, če je bil predmet, na katerem se opravljajo storitve, preizkušen v skladu s pogodbo.
- c) V primeru, da družba Sartorius zamuja pri izvedbi katere koli storitve zaradi dejanj ali opustitev kupca in/ali njegovih zaposlenih, zastopnikov ali izvajalcev ali je kupec v zamudi v zvezi vračilom predmeta po izvedbi in dokončanju storitev, lahko družba Sartorius

kupcu zaračuna najem skladišča v poslovnih prostorih družbe Sartorius, ali se na podlagi lastne presoje družba Sartorius odloči za skladiščenje predmeta, na katerem so bile izvedene storitve, na drugi lokaciji, pri čemer stroške takšnega skladiščenja na drugi lokaciji mora pokriti kupec, ki prav tako nosi tveganja skladiščenja.

23) STORITVE, KI SE IZVAJAJO V POSLOVNIH PROSTORIH KUPCA

V zvezi z vsemi predmeti, ki so predmet izvajanja storitev v poslovnih prostorih kupca ali v drugih objektih, ki ne pripadajo družbi Sartorius, na podlagi navodil kupca velja naslednje:

- a) Kupec mora na lastne stroške nuditi podporo zaposlenim družbe Sartorius pri izvajanju storitev po tej pogodbi, vključno z zagotavljanjem, da so predmeti, na katerih se opravljajo storitve, na voljo za izvedbo storitev v načrtovanih terminih preventivnih vzdrževalnih ali izrednih servisnih klicev. Zaposleni družbe Sartorius, ki so pooblaščen za opravljanje storitev, bodo stopili v stik s kupcem, da sporazumno določijo datum in čas za vsak tovrsten servisni obisk.
- b) Kupec mora sprejeti vse potrebne ukrepe za zaščito oseb in predmetov na lokaciji, kjer naj bi se izvajale storitve, in obvestiti zaposlene družbe Sartorius, ki so pooblaščen za opravljanje storitev, o vseh posebnih varnostnih pravilih in predpisih. Družba Sartorius lahko kupcu po običajnih cenah zaračuna čas, ki ga zaposleni družbe Sartorius, pooblaščen za opravljanje storitev, porabijo v zvezi z objekti, politikami, varnostjo ali usposabljanjem, kakor zahteva kupec, razen če je zgoraj navedeno izrecno vključeno v ceno, ki je določena v pogodbi.
- c) Kupec se zavezuje, da bo na lastne stroške: (i) po potrebi zagotovil potrebno pomožno osebje v številu in za čas, ki je potreben za izvedbo storitev po tej pogodbi, pri čemer družba Sartorius ne prevzema nobene odgovornosti za omenjeno pomožno osebje; (ii) opravil vsa gradbena dela, vključno s pripravo temeljev in delovnih odrov in nabavo potrebnega gradbenega materiala; (iii) zagotovil potrebne naprave in težke stroje in/ali orodje ter potrebne materiale in predmete za omenjeno opremo; (iv) zagotovil ogrevanje, razsvetljavo, komunalne storitve, vodo, vključno s zahtevanimi priključki in izhodi; (v) zagotovil potrebne suhe prostore, ki jih je mogoče zakleniti, za shranjevanje orodja servisnega osebja; (vi) zaščitil lokacijo, na kateri naj bi se opravljale storitve, in

SARTORIUS

materiale, ki se tam nahajajo, pred vsakovrstnimi škodljivimi učinki ter poskrbel za čistočo lokacije, na kateri naj bi se izvajale storitve; (vii) zagotovil servisnemu osebju družbe Sartorius ustrezne in varne bivalne in delovne prostore (z ogrevanjem, razsvetljavo, umivalniki, sanitarnimi prostori) in prvo pomoč; ter (viii) zagotovil materiale in sprejel vse potrebne ukrepe za prilagoditev predmeta, na katerem se opravljajo storitve, za izvedbo pogodbeno dogovorjenih preizkusov.

- d) Kupec mora zagotoviti, da bo izvajanje storitev lahko brez nepotrebnega odlašanja začelo ob prihodu servisnega osebja družbe Sartorius in prav tako nadaljevalo brez odlašanja. Če so za predmet, ki je predmet opravljanja storitev, potrebni posebni diagrami ali priročniki z navodili, mora le-te kupec pravočasno predložiti družbi Sartorius.
- e) Da se storitve izvajajo v naročenem obsegu, mora naročnik zlasti zagotoviti, da je bila izvedena električna in mehanska namestitvev predmeta, ki je predmet opravljanja storitev, kot predpogoj za začetek izvajanja storitev družbe Sartorius po tej pogodbi, pri čemer mora kupec nuditi ustrezno podporo v skladu z zgornjimi določbami.
- f) Če kupec ne izpolni katere od svojih obveznosti v skladu s tem oddelkom 24, kar vodi v zamudo pri dokončanju storitev ali družbi Sartorius na drug način onemogoči izvajanje storitev, ima družba Sartorius pravico, da kupcu po običajnih stopnjah zaračuna stroške, ki ji nastanejo v zvezi s takšno neizpolnitvijo obveznosti.

24) ROK ZA IZVEDBO STORITEV

- a) Časovni termini, navedeni kot roki za določeno storitev, ki jo je treba opraviti v skladu s pogodbo, temeljijo na ocenah in zato niso zavezujoči. Kupec lahko zahteva, da družba Sartorius pristane na zavezujoči rok za izvedbo storitve(-tev) v skladu s to pogodbo le, če je obseg dela in/ali storitev natančno opredeljena.
- b) Šteje se, da je zavezujoči rok za izvedbo storitve po tej pogodbi izpolnjen, če je po izteku roka predmet, na katerem se opravljajo storitve, pripravljen za premestitev nazaj h kupcu, če je predmet pripravljen za preskuse v skladu s pogodbo in/ali če so bile ustrezne storitve, ki so določene v pogodbi, zaključene in/ali želeni cilj, ki je bil zasledovan v okviru storitev, je dosežen.

- c) Če pride do dodatnih ali podaljšanih naročil ali če storitve zahtevane tudi v nadaljevanju, se dogovorjeni rok za izvajanje prvotno naročene storitve ustrezno podaljša.
- d) Če se katera koli storitev, ki jo je treba izvesti po tej pogodbi, zamuja zaradi dogodkov v zvezi z industrijskimi spori, zlasti stavkami in blokadami ali pojavom okoliščin, za katere izvajalec ne odgovarja, se rok za izvedbo omenjene storitve razumno podaljša, če se izkaže, da takšne ovire pomembno vplivajo na izvajanje katere koli storitve iz te pogodbe; to velja tudi, če do takšnih okoliščin pride, potem ko je družba Sartorius že zamujala z zadevno izvedbo storitve.
- e) Če kupec, ob upoštevanju zakonskih izjem, določi razumen rok za nadaljnje izvajanje storitve po nastopu omenjene zamude in če ta novi rok ni izpolnjen, ima kupec pravico, da v okviru zakonskih določb odstopi od pogodbe. Nadaljnji zahtevki zaradi zamude pri izpolnjevanju se bodo urejali izključno v skladu s pogoji, ki so opredeljeni v določbi 24 c) te pogodbe.

25) SPREJETJE

- a) Kupec se zaveže, da bo sprejel storitev, izvedeno v skladu s tem, bodisi v obliki popravila, vzdrževanja, zagona ali druge natančneje določene storitve iz te pogodbe. Če opravljena storitev ni v skladu s to pogodbo, potem se družba Sartorius zavezuje, da bo napako odpravila, kakor je določeno oddelku 26 te pogodbe, pod pogojem, da je to pri posamezni storitvi mogoče. To ne velja, če ocena na podlagi interesov kupca kaže na to, da je napaka manjša, ali če temelji na okoliščinah, za katere je odgovoren kupec. Če gre za manjšo napako, kupec ne sme zavrniti sprejetja.
- b) Če pride do odložitve sprejema brez krivde družbe Sartorius, se šteje, da je bilo sprejetje opravljeno dva (2) tedna po tem, ko je družba Sartorius kupca obvestila o dokončanju storitve iz te pogodbe.
- c) S sprejetjem preneha odgovornost družbe Sartorius za opazne napake, v kolikor si kupec ne pridrži pravice do uveljavljanja zahtevka za določeno napako.

26) ODPOVED POGODBE

Sartorius ima pravico odpovedati pogodbo brez kakršne koli odgovornosti, če je storitev povezana s programsko opremo in bo programska oprema ali katera od njenih različic ukinjena. V primeru, da je stranka o takšni prekinitvi obveščena takrat, ko ima ta pogodba preostali rok, daljši od šestih (6) mesecev, bo kupec dobil delno povračilo.

27) JAMSTVA IN PRAVNA SREDSTVA

- a) Družba Sartorius jamči, da bo storitve opravljala na pravi in strokoven način v skladu s panožnimi standardi, in vsi deli, dobavljeni v okviru storitev, bodo skladni s specifikacijami družbe Sartorius. Če bo kupec zahteval obsežnejše preizkuse, se je o tem treba dogovoriti v pisni obliki, stroške teh obsežnejših preizkusov pa mora nositi kupec.
- b) Če bo družba Sartorius v garancijskem roku za storitve pisno obveščena o kakršni koli neskladnosti z garancijo, bo potem, ko preveri obstoj zatrjevane neskladnosti, slednjo odpravila s ponovno izvedbo storitev. Če družba Sartorius takšne neskladnosti ne more odpraviti s ponovnim izvajanjem storitev, lahko namesto tega povrne znesek kupnine za zadevne storitve ali, kjer je to primerno, del kupnine za neskladne storitve, ki jih družba Sartorius ne more popraviti. Navedeno je edino in izključno pravno sredstvo kupca, odgovornost družbe Sartorius po tej pogodbi pa je izrecno omejena na ponovno izvajanje neskladnih storitev ali vračilo zneska kupnine, odvisno od posameznega primera. Jamstvo iz tega odstavka se nanaša tudi na sestavne dele in vse nadomestne dele.
- c) Ta garancija nadomešča vsa druga jamstva, izrecna ali implicitna, in izključuje vse druge garancije, vključno z, a ne omejeno na jamstvo prodajnosti in primernosti za določen namen.
- d) Ta garancija ne vključuje rabljenega blaga, rabljenih nadomestnih delov, škode, ki nastane zaradi običajne obrabe, neustreznega vzdrževanja s strani koga drugega kot družbe Sartorius, neupoštevanja navodil za uporabo opreme, pretirano ali neprimerno uporabo ter nepravilna gradbena in/ali montažna dela, ki jih izvedejo tretje osebe, in vse druge zunanje učinke in vzroke, nad katerimi družba Sartorius ni imela nadzora ali za katere ni bila odgovorna.
- e) Ta garancija postane nična in neveljavna, če kupec ali tretja oseba spremeni ali popravi predmet, na katerem se opravljajo storitve, brez predhodnega pisnega soglasja družbe Sartorius.

Sartorius ne prevzema nobene odgovornosti v skladu z zgornjo garancijo, če stranka ali tretja oseba spremeni ali popravi predmet, ki ga je treba servisirati v skladu s tem in / ali je škodo povzročila ali pripisala nepravilna uporaba, malomarnost, nesreča ali nepooblaščen storitev na predmetu, ki ga bo servisiral stranka ali katera koli tretja oseba (s katerim

koli dovoljenjem, ki ga mora Sartorius stranki dati v pisni obliki).

28) ODGOVORNOST

- a) Če se deli predmeta, na katerem se opravljajo storitve, poškodujejo po krivdi družbe Sartorius, potem se lahko družba Sartorius odloči na lastne stroške popraviti omenjeno škodo ali dobaviti nadomestne predmete. Odgovornost družbe Sartorius za zamenjavo omenjenih poškodovanih delov je omejena s ceno, ki je bila dogovorjena za posamezno storitev. Kar zadeva preostala določila, se smiselno uporablja določba 28 c).
- b) Če po krivdi družbe Sartorius kupec ne more uporabiti predmeta, na katerem se opravljajo storitve po tej pogodbi, in je nezmožnost uporabe posledica neopravljenih storitev ali posredovanja pomanjkljivih predlogov in/ali nasvetov, bodisi pred ali po podpisu omenjene pogodbe, in drugih zavarovalnih obveznosti iz pogodbe – zlasti navodil za obratovanje in vzdrževanje predmeta, ki je predmet opravljanja storitev – se smiselno uporabijo določbe 25 in 26, nadaljnji zahtevki kupca so pri tem izključeni.
- c) V primeru škode, ki ne nastane na samem predmetu opravljanja storitev, je družba Sartorius ne glede na pravne razloge odgovorna zgolj (i) v primeru namernega dejanja; (ii) v primeru hude malomarnosti zakonitega zastopnika/subjektov, direktorjev ali zaposlenih na izvršni ravni; (iii) v primeru krivdne povzročitve telesne poškodbe, smrti ali nevarnosti za življenje in zdravje; (iv) v primeru napak, ki jih goljufivo prikriva ali katerih odsotnost zagotovi; (v) kolikor je odgovornost določena z zakonom o odgovornosti za izdelke v skladu z zakonodajo, ki se uporablja za pogodbo, za telesne poškodbe, ki so posledica zasebno uporabljenih predmetov ali materialno škodo na slednjih. V primeru krivdne kršitve materialnih pogodbenih dolžnosti je družba Sartorius odgovorna tudi v primeru hude malomarnosti svojih zaposlenih na neizvršni ravni in v primeru lahke malomarnosti, kadar v danem primeru gre za omejene izgube, ki so običajno povezane s tovrstnimi pogodbami in na ta način so razumno predvidljive. Morebitni nadaljnji zahtevki so izključeni.

29) BSL 3 / 4 OKOLJE

Naročnik mora Sartorius vnaprej obvestiti o vseh načrtovanih storitvah, če se je predmet, ki ga je potrebno servisirati, nahajal ali se nahaja v okolju BSL3 ali BSL4. V času takega obvestila kupec bodisi (i) Sartoriusu pošlje Izjavo o dekontaminaciji in izpolnjen

SARTORIUS

Obrazec za čiščenje opreme in komponent („Obrazec za dekontaminacijo“) za predmet, ki ga je potrebno servisirati, ali (ii) pisno obvesti Sartorius, zakaj podjetje ne more predložiti takega obrazca Sartoriusu. Kupec potrjuje in se strinja, da bo storitev Sartorius na tem predmetu, ki ga je potrebno servisirati in je bil ali se nahaja v okolju BSL3 ali BSL4, morda moral izvajati na daljavo