General terms & conditions of R-Biopharm AG

Stand: 11/2021

I. GENERAL PROVISIONS

1. Scope

1.1 These General Terms and Conditions ("GTC") apply to any and all deliveries as well as all work and services rendered by R-Biopharm AG, provided nothing to the contrary has been agreed. The GTC become a contractual component upon acceptance of an order and/or commission by R-Biopharm AG. The acceptance by R-Biopharm AG of the customer's order/ commission is subject to the express condition of the customer's agreement to the GTC of R-Biopharm AG.

1.2 R-Biopharm AG does not supply and render performance to consumers. Consequently these GTC are applicable solely to contractors, legal entities under public law and special funds under public law as defined in Section 310 of the German Civil Code [Bürgerliches Gesetzbuch ("BGB")] (hereinafter referred to as "customer"). Customer and R-Biopharm AG are referred to collectively below as "parties".

1.3 General terms and conditions of purchase and/or terms of business of the customer which conflict with these GTC shall have no validity even if there has been no express objection thereto, unless their validity has been expressly agreed by e-mail, fax, (text form) or in writing.

1.4 These GTC shall apply in the version applicable at the time. R Biopharm shall inform the customer promptly of any amendments to the GTC where business relations are ongoing.

2. Sub-contractors and Assignment

2.1 In the absence of any personal performance being agreed, R Biopharm AG shall be entitled to use the services of third parties to perform its contractual obligations.

2.2 The assignment to third parties of rights and obligations from an order/commission is permitted, in particular in the case of Section 354a HGB [German Commercial Code] (Assignment of pecuniary claims in commercial transactions). In particular, orders of R Biopharm AG may be assigned to other companies belonging to the R Biopharm Group without the consent of the customer.

3. Order Confirmation and Conclusion of the Contract

3.1 Orders and/or the commissioning of work and services may be placed by mail, by phone, by fax, by e-mail using the contact details of R Biopharm AG available from https://r-biopharm.com/de/kontakt/. The webshop GTC apply to orders made via the R-Biopharm AG webshop.

3.2 Orders and/or the commissioning of work and services, in any form, are only legally binding if they have been confirmed by R Biopharm AG in text form or in writing ("order confirmation").

3.3 It is tantamount to an order confirmation if R-Biopharm AG makes the delivery or, in the case of work/service, commences performance of service or accepts the customer's payment for the supply or service.

3.4 The order confirmation ensues subject to correct and timely supply by our suppliers.

3.5 R-Biopharm AG is entitled to make over- or under-deliveries of up to 5% compared to the order amount.

4. Place of Performance, Transportation, Partial Delivery and Delivery Period

4.1 All deliveries/services are provided in accordance with Incoterms 2020 ex works; place of performance is the registered office of R-Biopharm AG, An der neuen Bergstrasse 17, 64297 Darmstadt.

4.2 The customer agrees to partial deliveries and/or partial services.

4.3 Where delivery/performance times are given in the order confirmation, these dates are estimated and non-binding.

4.4 Para. 4.1. to 4.2 shall apply unless agreed otherwise between the parties. For reasons of proof, these agreements must at least be in text form.

4.5 Should R-Biopharm AG be unable to meet the stated delivery/ performance time, it will inform the customer in text form, stating the anticipated new delivery/performance time.

5. Retention of Title

5.1 The goods/work supplied to the customer by R-Biopharm AG shall remain the property of R-Biopharm AG until such time as payment has been made in full ("retained goods").

5.2 The customer has the right to use and dispose of the retained goods in the normal course of business, provided said customer is not in default. The customer hereby assigns the claims for payment resultant from any such re-sale to R-Biopharm AG in full. R-Biopharm AG shall have the right to collect these receivables in its own name and for its own account. R-Biopharm AG shall revocably authorize the customer to collect the receivables in their own name but for the account of R Biopharm AG unless the customer is in default. In the event of default, the customer will not be entitled to resell the goods until ownership thereof is passed to them.

In the event of third parties accessing the retained goods, the customer must inform R-Biopharm AG promptly in writing and also advise the third parties in writing of the ownership of R-Biopharm AG. Furthermore, the customer is not entitled to use the retained goods or dispose of them.

6. Safety Data Sheets

6.1 The customer agrees to have the safety data sheets provided in the form of a direct link in the test kit instructions for use. If this link does not work, R Biopharm AG shall furnish the required data at first request during normal business hours.

6.2 If the customer wishes to receive the safety data sheets in paper form, they shall inform R Biopharm AG of this when placing the order/commission.

7. Export Control

7.1 R-Biopharm AG is under no obligation to provide deliveries of goods which, due to their nature or their intended use or envisaged end place of use, are subject with regard to export control to a duty to obtain a permit as a result of relevant export regulations and embargos, in particular those of the European Union (EU), Germany or other EU Member States and the USA;

7.2 The goods supplied to the customer are in principle intended to remain at the customer's. The provided goods must not be resold without the written consent of R-Biopharm AG. In the event of said consent, the customer must ensure that the buyers or end-users of the goods are not the military, paramilitary, the police or intelligence services or that

the goods are not intended for the administrations of the aforementioned bodies or for other administrations working for the aforementioned bodies. The customer must also ensure that the goods do not pertain to nuclear or weapons facilities and/or uses or are used for these purposes, they are not passed on to companies and persons who are abstractly or specifically named in the context of an embargo and/or export restriction of the Federal Republic of Germany, the EU or the USA, and no military recipients are supplied with them.

7.3 The customer must furnish R-Biopharm AG free of charge with all the information the latter requires as regards meeting its obligations in the context of export control.

7.4 The customer shall indemnify R Biopharm AG against any and all damage which R Biopharm AG sustains as the result of culpable breach of the obligations pursuant to para. 7.1-7.3 above.

8. Remuneration/Price

8.1 R-Biopharm AG may charge the customer a small order surcharge of 10 EUR for orders of goods with a value of up to 300 EUR ("small order").

8.2 Unless agreed otherwise, the remuneration shall be taken to be exclusive of the respective statutory value added tax.

8.3 Fees, commissions and costs charged by financial institutions for the services they have provided shall in each case be borne by the parties.

8.4 In the case of importing abroad, additional taxes or costs (e.g. customs duties) may accrue which are not paid or billed by R Biopharm AG, but are payable directly to the competent customs or tax authorities by the customer; unless agreed otherwise in text form, these shall be borne by the customer.

8.5 Expenses for outlays (e.g. cost of travel and overnight stay) will be reimbursed upon presentation of the original receipts. Travel times are regarded as working times and are in principle included in the remuneration.

9. Invoice, Due Date and Default

9.1 If the customer has registered for electronic billing, the customer will receive the bill by e-mail when their order is ready for dispatch or when performance can commence; otherwise the customer will receive the bill in paper form.

9.2 Unless agreed otherwise, payments fall due after 30 (thirty) days.

9.3 The customer may settle bills before the due date; there is in principle no right for deduction of a discount.

9.4 The customer may pay exclusively by bank transfer.

9.5 R-Biopharm AG may refuse deliveries/services or only render them against pre-payment if the customer is in default with other payment obligations vis-à-vis R-Biopharm AG.

9.6 Should any circumstances occur subsequent to concluding the contract which indicate that the customer cannot meet their payment obligation (e.g. because the customer is in default with another payment obligation vis-à-vis R Biopharm AG), R Biopharm AG shall be entitled to set the customer a reasonable period within which they must either contemporaneously pay for the service or furnish security. After fruitless expiration of this period, R Biopharm AG shall have the right to withdraw from the contract and demand compensation for the damage incurred or reimbursement of fruitless expenditure.

9.7 The customer shall only be entitled to setoff if their claim is uncontested or declared non-appealable in a court of law or if there is a reciprocity between their counter-claim and that of R Biopharm AG as defined in Section 320 BGB or their claim has been recognized by R Biopharm AG.

9.8 If the customer is in arrears with a payment, interest will be payable pursuant to Section 288 (2) BGB, as well as lump-sum damage due to delay pursuant to Section 288 (5) BGB. We reserve the right to claim higher interest and further damage. The flat fee for default will be credited against any damages.

10. Force Majeure

10.1 If, subsequent to concluding the contract, a force majeure event or circumstance should occur which prevents a party from meeting one or more contractual obligations (e.g. war or civil war, terrorist acts, piracy, trade restrictions, embargo, sanctions, plague, pandemic, epidemic, natural disaster, or extreme natural event, general industrial unrests etc.), the party shall be released from their contractual obligations, liability for damages or other contractual legal remedies based on breach of contract from the point in time when the obstacle rendered performance of service impossible if they inform the other party promptly; otherwise from the point the notification was received.

10.2 If the effect of the asserted obstacle is temporary, the consequences will apply for as long as the obstacle prevents performance of the contract by the affected party. Where the effects persist for longer than 120 (one hundred and twenty) days and the result is that the parties are deprived of what they might justifiably expect by virtue of the contract, both parties shall be entitled to terminate the contract in writing at 2 (two) weeks' notice.

10.3 A party may then only plead force majeure if they demonstrate that the obstacle is beyond their reasonable control, was not reasonably foreseeable at the time the contract was concluded and the effects could not reasonably have been prevented or overcome by the party concerned. The affected party must take all reasonable steps to limit the effects of the obstacle.

11. Obligations to Give Notice of Defect, Acceptance, Defect Claims

11.1 R-Biopharm AG warrants that its products are consistent with the communicated specifications.

11.2 The customer shall inspect the goods immediately upon delivery. Obvious material defects (damage in transit, missing or inadequate packaging, incorrect delivery, incorrect quantity etc.) must be notified promptly by the customer, at the latest on the working day following delivery. The customer shall also inspect the goods for identifiable quality defects without delay, at the latest within 3 (three) working days from delivery, and shall inform R Biopharm AG of these no later than 2 (two) working days after completing the inspection. If inspection of the goods takes longer e.g. because a time-consuming analysis is necessary, the customer must inform R-Biopharm AG of this in writing at the latest at the time when the contract is concluded; otherwise the inspection and notification periods above will apply.

Notice of hidden material defects that are not revealed during an inspection as defined in para. 11.2 but only in the course of later use or later processing must be given in writing or in text form immediately upon detection, at the latest within 2 (two) working days after detection, and within the warranty period pursuant to para. 11.4.

11.3 Any notification of defects not made in due time or form shall preclude any claim by the customer based on breach of duty due to material defects. This does not apply in the case of intentional, grossly negligent or malicious acts by R-Biopharm AG, in the event of injury to life, limb or health

or assumption of a guarantee of freedom from defects, or a procurement risk pursuant to Section 276 BGB or other bases of liability mandatorily specified by law.

11.4 In the absence of anything to the contrary expressly agreed in writing or in text form, R-Biopharm AG will provide guarantee for defects in quality and title for a period of 12 months (or in the case of products with a shorter shelf life, until expiration of the use-by date), calculated from the date of the passing of risk (see para.11.1), or in the case of the customer's rejection or refusal to take delivery, from the time of notification that the goods are made available until their acceptance. This does not apply to damage claims from a warranty, assumption of a procurement risk within the meaning of Section 276 BGB, claims in respect of injury to life, limb or health, malicious, intentional or grossly negligent acts by R-Biopharm AG, or if otherwise a longer limitation period is mandatorily stipulated by law. Section 305 b BGB (the priority of individually agreed terms in verbal or text or written form) remain unaffected. The provision above does not entail a reversal of the burden of proof.

11.5 The guarantee of R-Biopharm AG (claims arising from breach of duty through defective performance in the case of material defects) and the liability resultant therefrom is excluded to the extent that defects and damage associated with them are not demonstrably based on defective material, defective design, or on defective execution, or defective manufacturer materials or, if provided, defective instructions for use. In particular, the guarantee and liability for breach of duty through defective performance arising therefrom is excluded for the consequences of incorrect use, unsuitable storage conditions, and for the consequences of chemical, electromagnetic, mechanical or electrolytic effects. The aforegoing does not apply if this is consistent with the average standard effects in our product description or in a differently agreed product specification or the R Biopharm AG product-specific data sheet in each case or those envisaged by the manufacturer as well as in the case of malicious, grossly negligent or intentional acts by R Biopharm AG, or injury to life, limb or health, the assumption of a warranty, procurement risk pursuant to Section 276 BGB, or any basis for liability mandatorily specified by law.

11.6 R-Biopharm AG assumes no guarantee pursuant to Sections 478, 479 BGB (Recourse in the supply chain - supplier's recourse) if the customer has treated or processed or otherwise changed the products supplied by R-Biopharm AG under the contract, unless this is consistent with the contractually agreed intended purpose of the products. The aforegoing does not apply in the case of malicious, grossly negligent or intentional acts by R-Biopharm AG, or injury to life, limb or health, the assumption of a warranty, procurement risk pursuant to Section 276 BGB, or any basis for liability mandatorily specified by law.

11.7 In the event of a defect in title R-Biopharm AG may at its own discretion either change or replace the material and/or product or the commissioned performance in such a way that there is no longer any defect in title or procure a usufructuary right for the customer. If the above is not possible, R-Biopharm AG shall have a right of termination.

11.8 The recognition of breaches of duty always requires written form. Section 305b BGB (priority of individually agreed terms) remains unaffected.

11.9 The exceeding of use-by dates subsequent to performance is not a material defect unless a specific storage life has been agreed between the parties.

12. Liability

12.1 R-Biopharm AG has unlimited liability for any damage resultant from intentional or grossly negligent breach of duty, injury to life, body or health, breach of material contractual obligations (obligations that are material to achieving the contractual purpose and on whose compliance the other party to the contract may generally rely), in the event of delay where a fixed delivery date has been agreed, in the event of the assumption of a guarantee for quality or successful performance or assumption of acquisition risk and bases of liability mandatorily specified by law, in particular the German Product Liability Act [Produkthaftungsgesetz] and intent to deceive. In all other cases, liability for slight negligence is limited to damage that is typical and foreseeable for this type of agreement. The liability provisions set forth above also apply to the liability of the legal representatives, salaried staff and agents of R Biopharm AG.

12.2 Further claims in respect of or in connection with defects or consequential harm caused by a defect on any grounds whatsoever exist solely in accordance with the provisions under para. 10.

13. Intellectual Property

13.1 Unless agreed otherwise in writing, each party shall remain sole proprietor and beneficial owner of their intellectual property, including specialist knowledge, copyrights, trade secrets and other intellectual property, regardless of their protection under registry law.

13.2 Unless agreed otherwise in writing, the simple, non-transferrable, non-sublicensable right of use and exploitation, limited to the contractual purpose in terms of time, territory and content, of all the services provided individually for the customer (in particular but not limited to documentation, graphs, drafts, concepts etc.) in all known and unknown types of use and exploitation for commercial and non-commercial purposes passes to the customer upon acceptance in the case of work performance, upon rendering of the service in the case of services. The customer accepts this transfer of rights.

13.3 As regards services not provided individually for the customer and/or materials to which R-Biopharm AG held proprietary rights or rights of disposal prior to contractual performance e.g. to standard works ("starting material") developed or used before being commissioned, R Biopharm AG shall grant the customer a simple, non-transferrable, non-sublicensable right of use, limited to the contractual purpose in terms of time, territory and content, in all known and unknown types of use, if this starting material is incorporated in the results of performance.

13.4 The customer is not entitled to use the name of R-Biopharm AG, its corporate logo or trade marks of R-Biopharm AG and its affiliated companies as a reference or for self-promotion without prior consent in written or text form. In the event of consent, the customer agrees to comply with the design specifications of R-Biopharm AG and to use logos of the best possible quality and give them equivalent prominence to other logos displayed; distortions, color adaptations, retouching or other changes are not permitted. Consent may be revoked at any time; it is not transferrable to third parties and will expire upon termination of the contractual relationship.

14. Staging and Samples

14.1 Items required for performance of the contract provided or otherwise made available by R-Biopharm AG (in particular substances, materials or other documents) remain the property of R-Biopharm AG. They may only be used to achieve the contractual purpose; reverse engineering is not permitted.

14.2 Any utilization for other purposes and the disclosure to third parties is only permitted with prior consent by R-Biopharm AG in text form. Subject to the assertion of further claims, R-Biopharm AG may demand the return of its items if the contractual party breaches these obligations.

14.3 R-Biopharm AG shall be or become joint owner of the products made using its items in proportion to the value of the staging and/or the item provided as compared with the value of the product. The contracting party must pay compensation for impairment or loss.

15. Exchange/Returns/Complaints

15.1 Exchange/returns is in principle only possible on legal grounds (in particular in the event of a material defect within the warranty period).

15.2 In principle, goods are not taken back for any other reason (e.g. products ordered incorrectly).

15.3 In the event of a complaint, the customer shall ask R Biopharm AG regarding the process to be followed by means of which the complaint can be filed.

15.4 Should the analysis of material be required for a complaint, personal details on these materials must be removed and only the data required for processing the complaint should be communicated. The material can be destroyed once the complaint has been processed, unless agreed otherwise between the parties in text form.

15.5 If, despite the absence of any legal obligation, R Biopharm AG should by way of exception be prepared to take back items, R Biopharm AG may charge a fee in the sum of 25% of the respective gross selling price for handling the returns, inspecting the goods and returning them to stock or disposal (fee for returns). In the event of any such return as a goodwill gesture, shipping costs and other fees (e.g. customs duties) and the fee for returns are deducted from the total amount credited or billed to the customer subsequently.

15.6 Each product return must be pre-authorized by R Biopharm AG customer service, available on working days from 9 am -1 pm on +49 (0) 6151/8202-0. The customer will not be given credit for products returned without prior consent in text form from R-Biopharm AG. If, at its own discretion, R-Biopharm AG authorizes a product for return, the product must arrive at R-Biopharm AG in a satisfactory condition for resale (including original packaging and refrigerated packaging if applicable). The products must be sent in accordance with Incoterms 2020 “free to destination“, DDP R-Biopharm AG, An der neuen Bergstraße 17, 64297 Darmstadt, Germany, and arrive at the destination between 9 am -5 pm on working days.

15.7 The claims of the customer in respect of defective, damaged or incorrect products as defined in para. 11 and the liability of R Biopharm AG pursuant to para. 12 remain unaffected.

16. Confidentiality

16.1 Our customer agrees to treat the confidential information of R Biopharm AG as confidential and to use, exploit, disclose it and/or make it accessible solely for the contractual purpose, unless the parties have agreed otherwise in writing.

16.2 Confidential Information is any and all information communicated for the contractual purpose, in particular all financial, technical, legal, fiscal information relating to the business activities of R Biopharm AG, confidential know-how i.e. identifiable knowledge or experience that is only accessible to a very limited group of people, can be objectively customized and has a commercial value, trade secrets within the meaning of Section 2 (1) German Act on the Protection of Trade Secrets [Gesetz zum Schutz von Geschäftsgeheimnissen (“GeschGehG”)] and items provided for performance of the contract or samples of R Biopharm AG and collaboration with R Biopharm AG.

16.3 Confidential information that at the time of disclosure is common knowledge, has been published, is part of common general knowledge, is general state of the art, is individually known to the recipient customer, was developed by the customer without recourse to the confidential information is an exception to this. If the customer wishes to rely on these exceptions, they must inform R Biopharm at least in text form within 14 (fourteen) days of notification of the information.

16.4 If, due to a binding official or judicial order or mandatory legal provisions, the customer is obligated to communicate confidential information of R-Biopharm AG to a court, government agency or another body, they may disclose the confidential information only to the extent that is strictly necessary, and only when they have informed R Biopharm AG without delay beforehand in writing as regards the obligation to communicate and R-Biopharm AG has been given the opportunity to take measures to protect its Confidential Information. This does not apply if prior notification of R-Biopharm AG is impossible due to the nature of the measure.

16.5 Confidential Information shall only be disclosed on a “need-to-know” basis to persons inside the customer’s company who have accordingly been bound to maintain confidentiality and restricted use. The customer may disclose confidential information to third parties to the extent strictly required for performance of the contract and if the third party has accordingly been bound to maintain confidentiality and restricted use.

16.6 The customer shall prevent the unauthorized disclosure, use or publication of confidential information, in particular its dissemination or publication, destruction or loss with the same degree of diligence as they use to protect their own information of a similar kind; however at least with entrepreneurial due diligence (where “entrepreneurial due diligence” shall have the same meaning as in Section 2 (7) German Act on Unfair Competition [Gesetz gegen den unlauteren Wettbewerb (“UWG”)]: “standard of special skill and care towards consumers to which an entrepreneur can reasonably be expected to conform, commensurate with good faith and having regard to honest market practices in the entrepreneur’s field of activity).

16.7 Reverse engineering is not permitted.

16.8 R-Biopharm AG shall hand over the confidential information as it stands. It makes no warranty and/or guarantee that the confidential information provided is complete, correct or customary in the trade or can be used by the customer for the contractual purpose. R Biopharm AG shall not be held responsible for damage incurred by the customer through the use or disclosure of Confidential Information or as the result of their reliance on the completeness, correctness, being standard commercial practice, or suitability for the contractual purpose. In particular, R-Biopharm AG shall not be responsible for the potential infringement of rights of third parties.

16.9 No provision of this confidentiality agreement shall be understood explicitly or implicitly as the transfer of a right or granting of a license with regard to the Confidential Information or matters which the Confidential Information contains. The Confidential Information and matters contained in the Confidential Information shall remain the property of R Biopharm AG.

16.10 The use of Confidential Information must cease immediately upon request by R-Biopharm AG, at the latest after achieving the contractual purpose, unless otherwise agreed. Confidential Information in tangible form, in particular but not limited to documents, items and storage media, samples, specimens, other materials etc., must be returned to R Biopharm AG by the customer or destroyed if so requested. Confidential information stored electronically must be erased completely and irrevocably. This does not apply to automatic back-up copies of the electronic data flow and those of a disaster recovery system up to the usual erasure thereof. The customer shall be entitled to keep a copy of each in their confidential files in order to demonstrate that they are complying with para. 16; the same applies if a statutory retention period stands in the way of the return or destruction. The provisions of this para. 16 apply to these copies.

16.11 The confidentiality obligation applies for up to 5 (five) years after order confirmation by R-Biopharm AG.

17. Data Protection

17.1 The customer agrees to comply with the principles of the European General Data Protection Regulation (EU GDPR) and those of the German Federal Data Protection Act (BDSG new). In so doing the customer shall in particular ensure that the employees entrusted with the processing of the data are bound to confidentiality (formerly data secrecy) and have been instructed as to the relevant data protection provisions. The customer is also obligated to protect the personal data in accordance with the state of the art, having regard for Article 32 GDPR.

17.2 The customer may only disclose information and data of R Biopharm AG to third parties with express written consent.

17.3 If the customer processes personal data in order to provide the contractual service for R-Biopharm AG, the parties shall conclude a separate contract processing agreement to this end in accordance with Article 28 EU GDPR.

17.4 R-Biopharm AG processes the data transmitted to it exclusively for the purpose of performing the contract with the respective customer. Further information concerning data protection pursuant to Article 13 and Article 14 GDPR is available from the Privacy Notice on the R Biopharm AG website: https://r-biopharm.com/de/datenschutzerklaerung/

18. Compliance, Anti-corruption

The customer shall not either themselves or through third parties, within their company and supply chain, offer, promise or grant inducements and/or other advantages to employees and/or members of executive bodies of R-Biopharm and its members so that they are favored in competition or certain acts are performed or omitted. The same applies vis-à-vis third parties, in particular public bodies.

19. Miscellaneous (Written Form, Escape Clause, Choice-Of-Law)

19.1 Amendments and addenda require written form for reasons of proof.

19.2 German law shall apply, to the exclusion of the conflict-of-law provisions and the United Nations Convention on the International Sale of Goods. The place of jurisdiction is Darmstadt, Germany.

19.3 The English version serves purely as a translation. The German language shall be authoritative for the interpretation of the GTC.

II. ADDITIONAL PROVISIONS FOR SOFTWARE

The following applies as regards software contained in our products: however we do not license or sell it. Unless agreed otherwise, our licenses are non-exclusive, non-transferrable, non-sublicensable, revocable licenses to use the software for internal company purposes on the purchased hardware products at the registered office or site where the device is located.

R-Biopharm AG will install the software, unless provided for otherwise. R-Biopharm AG is not in principle under any obligation to provide updates. R-Biopharm AG agrees to support the software only within the warranty period as defined in para. 11.4.

Our customer agrees to treat the software as confidential pursuant to para. 16 of these GTC and not to sell, rent, lend, license it or otherwise make it available to third parties. Reverse engineering, decompiling, other modifications or additions are not permitted. Copies are only permitted with prior written consent of R-Biopharm AG. In the event of an infringement of this section, R-Biopharm AG shall be entitled to immediate termination of the license without notice. Upon receipt of the notice of termination, the customer must return the software to R Biopharm AG immediately, including documentation pertaining to it.

The provisions concerning guarantee and indemnity in para. 11 do not relate to third-party software which we provide for our customers. In this case, however, we assign to the customers any and all the warranty rights we hold vis-à-vis the third party. Software must be used in accordance with the user documentation supplied to the customer. R-Biopharm shall not be held responsible for damage that is incurred because the customer does not use the software in accordance with the user documentation.

R-Biopharm only accepts liability for data loss on its premises up to the amount of the typical cost of recovery in the case of normal data backup consistent with the state of the art.