

## Terms and conditions of purchase of Sysmex Partec GmbH

### 1. Scope of application

- (1) The following provisions apply exclusively to all orders for goods and licenses, with the exception of online orders.
- (2) Amendments to these Terms and Conditions of Purchase shall only become part of the contract if we have confirmed them in text form.
- (3) Conflicting or deviating terms of delivery of the seller shall only become part of the contract if we have confirmed them in text form.

### 2. Conclusion of the purchase contract

- (1) Our orders must be placed in text form. They are effective without a handwritten signature if the order form is marked accordingly.
- (2) The acceptance of our offer by the seller must be declared within 5 working days. The acceptance period shall commence upon receipt of the goods order by the seller. The deadline is only met if we receive the seller's declaration of acceptance in text form within the aforementioned period. After expiry of the deadline, we are entitled to cancel the order.
- (3) All correspondence must include our order number.

### 3. Prices and terms of payment

- (1) All purchase prices stated in the order for goods are fixed prices. They include the costs of delivery to the destination specified by us, packaging and insurance as well as any customs duties and taxes to be paid, unless otherwise stated. In the case of machines and systems, the purchase price also includes installation and commissioning.
- (2) Payment of the purchase price must be made within 90 calendar days of delivery and invoicing in accordance with 3. (3). If payment is made within 14 calendar days, the Seller shall grant a 3% discount.
- (3) A separate invoice in 1 copy or an e-invoice in accordance with the statutory requirements (to be sent to: [invoice@sysmex-partec.com](mailto:invoice@sysmex-partec.com)) containing our order number must be issued for each delivery.
- (4) In the event of defective delivery, we are entitled to withhold payment until proper fulfilment, without loss of rebates, discounts and similar payment benefits.
- (5) In the case of foreign transfers, we shall bear the fees and expenses of our bank, while the seller shall bear the other fees and expenses (so-called share rule).

### 4. Delivery, transfer of risk, transfer of ownership

- (1) The risk of accidental loss and accidental deterioration of the purchased item shall not pass to us until the purchased item is handed over at the destination specified by us. In the case of machines and systems, the transfer of risk shall only take place after installation and commissioning.
- (2) Each delivery must be accompanied by delivery bills and dispatch notes in at least a single copy. If the delivery is not made to our business address but to another destination, a delivery bill must be sent to us by e-mail to [purchasing@sysmex-partec.com](mailto:purchasing@sysmex-partec.com) on the day of delivery.
- (3) If a delivery date / delivery period is specified in the order for goods, this is a binding contractual deadline. The delivery date / delivery period shall be deemed to have been met if the purchased item is handed over to us at the place of receipt specified in the order by the delivery date / within the delivery period. In the case of machines and systems, installation and commissioning must take place by the delivery date / within the delivery period.

Delivery periods shall commence upon receipt of the goods order by the seller.

- (4) The Seller shall not be entitled to make partial deliveries unless expressly agreed otherwise in text form. If this is the case, partial or remaining deliveries shall be marked accordingly.
- (5) If, for whatever reason, delays in delivery are to be expected, the seller must inform us immediately in text form, stating the reasons and the expected delay.
- (6) In the event of non-compliance with the agreed delivery dates / delivery periods, we shall be entitled, without prejudice to other claims, to withdraw from the contract after expiry of a reasonable grace period to be set by us. If the seller is in default, we may claim damages in addition to or instead of delivery.
- (7) Ownership of the purchased item shall pass to us when it is handed over to us. Retention of title by the seller is excluded.
- (8) Any empty containers, residues and residual quantities must be taken back by the seller free of charge and disposed of on the seller's own responsibility in accordance with the statutory regulations.

- (9) The seller is obliged to inform us immediately in text form whether and to what extent government export licenses are required for all or part of the order or similar legal or official requirements have to be met, or they are subject to US export restrictions.

### 5. Right of retention, offsetting and assignment

- (1) We shall be entitled to set off our due claims / claims assigned to us against the seller's purchase price claim, irrespective of what they arise from.
- (2) The seller is only authorized to offset and assert rights of retention if his counterclaims are either undisputed or have been legally established.  
  
The assertion of a right of retention further presupposes that the seller's claims arise from the same contractual relationship.
- (3) The assignment of claims to which the seller is entitled against us is excluded.

### 5. Notification of defects, acceptance, warranty

- (1) The seller must be notified of obvious defects, including those discovered during a random incoming goods inspection, within 10 working days of delivery of the purchased item. Hidden defects must be reported to the seller within 10 working days of discovery. Payment of the purchase price does not constitute acceptance of the purchased item as being in conformity with the contract.
- (2) If individual samples of a delivery are defective, we may refuse to accept the entire delivery.
- (3) Warranty claims shall be governed by the provisions of the German Civil Code (BGB). However, we shall be entitled to remedy the defect ourselves after the unsuccessful expiry of a reasonable deadline set for the seller for subsequent performance. The Seller shall reimburse us for the expenses incurred by us in remedying the defect ourselves.

### 6. Compensation for damages

- (1) The seller shall be liable in accordance with the statutory provisions for all damages incurred by us in the provision of the contractual service by him or his vicarious agents.
- (2) Upon acceptance of the offer, the seller must provide evidence of personal injury, property damage and financial losses with a sum insured of € 2,500,000.00 (or the equivalent amount in a foreign currency) is insured.
- (3) If the seller undertakes the installation and commissioning of the purchased item, we shall transfer the duty to ensure safety to him. The seller must secure all danger points.

### 7. Product liability, claims for damages

- (1) The seller shall indemnify us against third-party claims arising from product liability if and to the extent that he is responsible for the product in accordance with the principles of product liability law. Further legal claims remain unaffected.
- (2) The seller must reimburse all costs incurred by recall campaigns if the recall was carried out because the purchased item is defective. Further legal claims remain reserved.
- (3) The Seller is obliged to maintain sufficient insurance against product liability claims and to provide us with proof of this in text form at any time upon request, in particular by means of written confirmation from the insurer.

### 8. Third party rights

- (1) The seller guarantees that no rights of third parties are infringed in connection with his delivery.
- (2) If claims are asserted against us by a third party due to an infringement of its rights, the seller shall be obliged to indemnify us against these claims. The obligation to indemnify relates to all expenses necessarily incurred by us in connection with the claim by a third party.

### 9. Confidentiality, duty of retention

- (1) The seller undertakes not to make any technical and commercial information accessible to third parties which he receives from us in the course of the execution of the contract. Third parties are also companies affiliated with the seller. This obligation shall also apply after completion of the contract and / or termination of the business relationship. It does not apply to publicly known information which is not based on a breach of contract by the seller.
- (2) Drawings, models, samples and other documents which we have made available to the Seller shall remain our property. Use by the seller is only permitted insofar as this is necessary within the

framework of the execution of the contract. After completion of the contract, our documents must be returned to us without being asked.

- (3) Unless otherwise agreed, the following also applies: Technical information of all kinds may not be taken abroad.
- (4) The Seller shall be obliged to keep the documents that have arisen in connection with the fulfillment of the contract for at least 10 years from delivery of the purchased item to us.
- (5) Otherwise, our data protection provisions apply.

## 10. Quality assurance, product safety

- (1) The Seller shall ensure that the goods offered by it comply with the statutory requirements, in particular the applicable ROHS and REACH regulations. The seller shall provide the necessary evidence free of charge and without delay as part of the initial inquiry.
- (2) The Seller shall notify us in good time prior to delivery of any changes to production processes, materials or vendor parts for the delivery items, relocation of production sites, changes to procedures or facilities for testing the delivery items or other measures that may affect the quality and/or safety of the delivery items. Changes to the agreed specifications may not be made without our consent.
- (3) All changes to the delivery items and product-relevant changes in the process chain must be documented in a product life cycle. Among other things, changes to drawings, deviation approvals, process changes, changes to test methods and test frequencies, changes to vendors, supplier parts and operating materials must be documented. The documentation on the product life cycle must be disclosed to us on request

## 11. Force majeure

- (1) If we are prevented by force majeure from fulfilling our contractual obligations, in particular from accepting the goods, we shall be released from our obligation to perform for the duration of the hindrance plus a reasonable start-up period. Unforeseeable circumstances for which we are not responsible, and which make acceptance unreasonably difficult or temporarily impossible for us shall be deemed equivalent to force majeure. Examples of such circumstances are labor disputes, official measures, energy shortages and significant operational disruptions. If these obstacles last for more than three months, each party is entitled to withdraw from the contract.
- (2) Our right of withdrawal in cases of force majeure in the seller's business, which make it impossible for the seller to perform not only for a short time, remains unaffected.

## 12. Severability clause

Even if individual provisions of our Terms and Conditions of Purchase are legally ineffective or unenforceable, the remaining provisions shall remain effective. The invalid / unenforceable provision shall be replaced by a provision that comes closest to the economic intention in a legally permissible manner

## 13. Place of performance, place of jurisdiction, applicable law

- (1) The place of performance for the delivery of the purchased item shall be the place of destination.
- (2) The place of performance for our payments is Görlitz.
- (3) If the seller is a merchant, the place of jurisdiction shall be our registered office. However, we are also entitled to sue the seller at his place of residence or business.
- (4) German law shall apply exclusively. The UN Convention on Contracts for the International Sale of Goods (CISG) does not apply.

## 14. Miscellaneous

- (1) The Seller warrants that spare and wear parts will be available for each order for a period of at least 10 years after the end of the warranty period.
- (2) Any instructions on installation and maintenance as well as operating instructions must also be supplied.
- (3) The seller adheres to our compliance rules and the general statutory provisions.
- (4) The seller undertakes to use resources sparingly and to establish a process that contributes to reducing CO<sub>2</sub> emissions and packaging waste as part of its sustainability efforts.

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