

Annex General rental terms

1. Transfer for use

- 1.1 Object.** EUROIMMUN provides the Client with the devices specified in the quotation.
- 1.2 Installation.** The deadline for transfer and installation will be agreed upon between the contracting parties in text format once the order has been placed.
- 1.3 Term.** The rental contract is concluded with an unlimited term. The term begins with the signing of the commissioning protocol following the installation of the respective device.
- 1.4 Termination.** Both contracting parties have the right to terminate the agreement regarding the transfer of the device at any time, with a notice period of three months to the end of the month.

2. Scope of services

- 2.1 Delivery and setup.** EUROIMMUN organizes the transportation, setup and initially installation of the devices. The Client bears the associated costs as specified in the quotation.
- 2.2 Collection by EUROIMMUN.** EUROIMMUN is also obligated to collect the devices at the end of the contract term and to organize their return transportation at its own cost. The Client is obligated to delete all personal data stored on the devices prior to collection.
- 2.3 Alternative donation or disposal by the Client.** If the collection is considered by EUROIMMUN to be disproportionate for economic reasons due to the low residual value of a device, EUROIMMUN can – contrary to 2.2 – offer to donate the device to the Client or instruct the Client to dispose of the device whereby any disposal costs will be reimbursed by EUROIMMUN. EUROIMMUN informs the Client, in a purely declaratory and informative manner, that the Client must in these cases ensure, under its sole responsibility in terms of data protection regulations, that any personal data stored on the device is correctly stored or disposed of.
- 2.4 Online connection.** The basic device conditions for the online connection of the device are created by EUROIMMUN.

3. Costs

- 3.1 Operating costs.** The contracting parties clarify that the Client is responsible for bearing the device operating costs (e.g. power, connection costs, online connection) as well as the costs of consumables.
- 3.2 Rent.** The rental fee specified in the quotation is billed on a monthly basis for the provision of the devices. If a trial period is agreed, the rental fee is not billed for this period.
- 3.3 Adjusting the rental fee.** EUROIMMUN is entitled to adjust the rental fee specified in the quotation, including during the term of the contract. Changes to the rental fee continue to apply upon extension of the contract. EUROIMMUN will always inform the Client of any planned adjustments to the rental fee month before the adjustment takes effect. In the event of a fee increase of more than 5.00%, the Client has the right to terminate the contract with a notice period of one month to the end of the month within one month of being notified of the increase. If the Client does not terminate the contract within one month of being notified of the fee increase, the fee adjustment will be deemed to have been accepted.

4. Maintenance and repair

- 4.1 Maintenance responsibility.** The Client is solely responsible for the maintenance of the device with which it has been provided.
- 4.2 Maintenance requirements.** In order to ensure the intended functioning and operational safety, it is necessary to have the devices checked and maintained on a regular basis. These checks and maintenance work must be carried out by a technical specialist from EUROIMMUN in accordance with the current relevant maintenance and repair specifications for the device in question.
- 4.3 Responsibility for repairs.** The Client is responsible for any necessary repairs to the provided devices. Excluded from this are repairs that become necessary due to malfunctions of the provided devices which occur within the first year from installation and are not the fault of the Client.

5. Obligations/guidelines

- 5.1 Operating guidelines.** The provisions in the EUROIMMUN operating instructions for the devices, particularly the start-up, maintenance and cleaning chapters, must be observed.
- 5.2 Installation location and setup.** The Client must guarantee that there is adequate space for the setup of the devices, that the installation location is accessible for the installation, and that the technically necessary connections are present at the location. EUROIMMUN may use third parties to perform the installation of the devices.
- 5.3 Use of reagents.** EUROIMMUN assumes that EUROIMMUN reagents are predominantly used for all of the analyses carried out with these devices. EUROIMMUN also assumes that the Client will prioritize the use of EUROIMMUN products when implementing additional parameters where these products exist in the EUROIMMUN product range.

6. Property

- 6.1 Devices.** There is no transfer of ownership of the device.
- 6.2 Software.** The software contained in the devices is the property of EUROIMMUN and must not be reproduced or forwarded to third parties without the consent of EUROIMMUN.

7. Confidentiality and intellectual property

- 7.1 Confidentiality.** Any information (e.g. prices, sales volume) regarding business matters relating to this contract is strictly confidential. This confidentiality agreement remains in force for an additional five years following the end of the business relationship.
- 7.2 Intellectual property.** EUROIMMUN reserves all intellectual property rights, and in particular copyrights, patent and trademark rights as well as know-how. Third parties are not entitled to use the intellectual property of EUROIMMUN or its employees in any way without an explicit license agreement. Software developed or obtained by EUROIMMUN must not be used, reproduced or forwarded to third parties without the consent of EUROIMMUN.

8. Transfer of use to third parties

Transfer of use of the devices to third parties is only permitted with the prior written consent of EUROIMMUN.

9. Final clauses

- 9.1 Applicable law.** German law applies.
- 9.2 Place of jurisdiction.** For all disputes arising in connection with or regarding the effectiveness of an agreement on the performance of deliveries and services:
- If all contracting parties have their headquarters in Germany, ordinary court proceedings must be performed with the exclusive place of jurisdiction being Lübeck
 - If one of the contracting parties has its headquarters outside of Germany, arbitration proceedings must be performed, without recourse to the ordinary courts of law, in accordance with the Rules of the Court of Arbitration of the Hamburg Chamber of Commerce. The place of arbitration is Hamburg and the arbitration languages are German and English.
- 9.3 Severability clause.** Should one or more provisions in this contract be or become ineffective, then the validity of the remaining provisions remains unaffected. Where these exist, the legal regulations apply in the place of the ineffective clauses. If this would constitute unreasonable hardship for one of the contracting parties, the entire contract will however become ineffective.