

# General Terms and Conditions

DNAfor UG (haftungsbeschränkt)

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1. General
2. Regulations and information on the conclusion of the contract
3. Prices and terms of payment
4. Transfer of Risk
5. Delivery and delivery times
6. Place of fulfillment and acceptance
7. Warranty
8. Retention of title
9. Additional Provision
10. Final Determination

## **1. General**

[1] DNAfor UG (limited liability) provide these General Terms and Conditions in German (GTC) - accordingly, German is the contractual language. The English version of these General Terms and Conditions serves as a non-binding reading version.

[2] All deliveries, services and offers of DNAfor UG (limited liability) - in the following referred to as DNAfor UG - are made exclusively on the basis of these General Terms and Conditions. These are part of all agreements that DNAfor UG concludes with its contractual partners - hereinafter referred to as users - about the products or additional services it offers. As far as the user is an entrepreneur within the meaning of point 1, paragraph 4, they also apply to all future deliveries, services or offers to the user, even if these are not separately agreed again.

[3] Terms and conditions of the user or third parties do not apply, even if the DNAfor UG does not separately contradict its validity in individual cases. Even if DNAfor UG refers to a letter containing or referring to terms and conditions of the user or a third party, this does not constitute acceptance of the validity of these terms and conditions.

[4] Users within the meaning of these terms and conditions are natural persons, legal entities, sole proprietorships or a legal partnership or joint-stock company which, in concluding a legal transaction, acts in the exercise of its commercial or independent professional activity.

[5] The genetic information which will be used for marking the products distributed by DNAfor UG does not present a risk to humans, animals or nature based on current scientific knowledge. DNAfor UG uses DNA segments derived from plants or synthetically produced DNA for labeling of its products. DNAfor UG accepts no

liability for any claims made or which were already asserted by third parties against the user regarding supposed alleged risks or damage caused by the DNA which were used by DNAfor UG for labeling its products.

## 2. Regulations and information on the conclusion of the contract

[1] The user must submit a written request to DNAfor UG in writing about his intended purchase of DNAfor UG products by mail or electronic means. DNAfor UG will then e-mail the user an offer tailored to his request.

[2] If the user agrees to the submitted offer, he must send his acceptance of the offer electronically by e-mail to the DNAfor UG. With his acceptance of the offer, the user issues a production order to DNAfor UG, which DNAfor UG can accept within two working days.

[3] The acceptance of the production order by the user (see point 2, paragraph 2) will be confirmed by DNAfor UG by a separate order confirmation, which will be sent to the user electronically via e-mail. This order confirmation itself does not constitute acceptance of the offer on the part of DNAfor UG.

[4] Upon receipt of the order confirmation by DNAfor UG referred to in point 2, paragraph 3, the user has to make an advance payment of 50% of the invoice amount shown in the submitted offer (see point 2, paragraph 1) within three days.

[5] Upon receipt of the 50% prepayment in the DNAfor UG bank account, the user will be sent a separate use condition with his initial order. This must be completed by the user, signed and electronically sent to the DNAfor UG by e-mail.

[6] The user agrees that the following user information will be entered to the database (see point 2, paragraph 7) with his product order:

- User name
- Contact Information
- Tag numbers assigned to user
- Internet URL (if available)
- Geodata for the user's location (callable via Google Maps or others)
- Product Information (*optional*)
- Further information according to user request

[6.1] The following user data are mandatory:

- User name
- Contact Information
- Tag numbers assigned to user

[6.2] The user data which should be included in the database (see point 2, paragraph 7.1) shall be agreed in writing between the user and the DNAfor UG. For this purpose, DNAfor UG transmits a form sheet, which must be completed by the user, signed and sent to the DNAfor UG. By signing this form, the user agrees to a storage of the user data specified in this form.

[6.3] The user has the option to commission a change of data already entered into the database for the user (see point 2, paragraph 7).

[6.4] DNAfor UG is entitled to check user data transmitted to DNAfor UG at any time for its legality. Should it be inferred from a check that user data made by the user are incorrect, DNAfor UG is entitled to refuse the user the delivery of products for a given order which is in production and to remove all existing database entries for this user from his database (see point 2, paragraph 7).

[6.5] The user has the option to add additional accompanying information for an individual TAGs in the database (see point 2, paragraph 7.1). For the entry of these accompanying information, the user can retrieve the form – "Database entry of individual accompanying information for PROD<sub>TAG</sub>" - at DNAfor UG. This must be completed by

the user, signed and transmitted to DNAfor UG. The user will incur additional costs for the addition of accompanying information to a specific TAG (see 3 - Prices and terms of payment).

## [7] Data storage

[7.1] Only the user data which were specified in writing form by the user (see point 2, paragraph 6.2) will be included in the database set up by DNAfor UG on a database server provided by third parties in Germany. The user agrees that these user data stored in the database will be accessed publicly for third parties via the DNAfor UG homepage.

[7.2] In case of illegal third-party accesses to the database server mentioned under point 2, paragraph 7.1, in which user data and / or user assigned TAG numbers will be decrypted and/or user data copied and / or downloaded from the database server and disclosed by third parties, the DNAfor UG will not be liable for any consequences resulting for the user from such an event. The user cannot make any financial or other claims against DNAfor UG or the provider of the database server resulting from such an event for the user. DNAfor UG will inform the user when such an event becomes known.

[7.3] DNAfor UG has the right to modify or refine the content and functionality of the database (see point 2, paragraph 7.1), to change its structure and to remove or supplement parts of the user data from the database in the context of database adjustments. The DNAfor UG reserves the right, in case of Database extensions to request additional user data from the user to include them in the database. In the course of database changes the basic data for the user (see point 2, paragraph 6.1) remain unaffected. The interest in changes / expansions of user data in the database by the DNAfor UG is informed in advance by the DNAfor UG in writing. In case of an intended extension of user data in the database, the user has to agree to this in written form. If the user does not agree to this, at least the basic data for the user (see 6, paragraph 1) remains in the database.

[7.4] The user has the possibility to add information at the database mentioned under point 2, paragraph 7.1 to indicate, when goods tagged with a specific TAG have left his warehouse. For such an additional database entry for a specific TAG the DNAfor UG provides the form – “Database entry for goods delivery” - to the user, which has to be completed by the user, signed and transferred to DNAfor UG. The entry of these additional information into the database is charged to the user (see 3 - Prices and terms of payment).

[7.5] The user has the possibility to add to the database information about the purchaser of a TAG bound to his sold goods. The DNAfor UG presupposes in this case, that the user has received the agreement of the buyer and the buyer has consented to this database entry. DNAfor UG will not be held responsible in the event of a legal dispute between the user and the purchaser of the user's goods. For an additional database entry to a specific TAG the DNAfor UG provides the form – “Database entry to the buyer of goods”- provides to the user, which must be completed by the user, signed and transferred to the DNAfor UG. The entry of this additional information into the database is charged to the user (see 3 - Prices and terms of payment).

[7.6] Next to the user data (see point 2, paragraph 6) provided by the user to the DNAfor UG for the purpose of being fed into the database and the user has confirmed the release of these user data to third parties (see point 2, paragraph 7.1), DNAfor will not provide any other user data to third parties without having previously obtained the written consent of the user.

[7.7] The user will be informed electronically by the DNAfor UG about the data which were added in the database (see point 2, paragraph 7.1) for the user at the beginning. Additions of user data derived from subsequent orders by the user, like the entry of further, assigned TAG numbers to the user, the user will not be separately informed about.

[7.8] Should DNAfor UG cease its business, no further data will be added to the database (see point 2, paragraph 7) from this point in time. The user data stored in the database up to this point in time will remain publicly accessible for a period of six months after DNAfor UG ceases to operate.

(7.9) The user has the right to retrieve information about the user data stored in the database up to twice a year. To obtain this information, the user must send in a request to the following e-mail address: [datenschutz@dnafor.com](mailto:datenschutz@dnafor.com)

(8) Upon DNAfor UG has received the signed user condition as stated in point 2, paragraph 5, the purchase contract is considered as closed.

(9) The following minimum order quantities apply per order process:

- Plastic labels including security seal: 50 pieces
- Security seal: 50 pieces
- Dyeing liquid: 50 ml

### **3. Prices and terms of payment**

(1) The prices quoted in the offer submitted to the user (see Item 2, Paragraph 1) for product / products and in Item 3, Paragraph 3 for separate expenses apply.

(2) The costs charged to the user for separate expenses are listed below and also to be taken from the terms of use provided to the user. Packaging and shipping costs, as far as they are charged, are calculated additionally and displayed to the user in good time.

Below you will find the prices set by DNAfor UG for separate administration fees.

(3) Administration fees

(3.1) First recording of user data in the database

For the first time recording of user data in the database, the user has to pay a one-time administration fee of 79,00 Euro.

Should a subsequent adjustment of user data be necessary due to a transmission error by the user, the user has to pay a separate administration fee of 21.00 Euro.

(3.2) TAGs & Dyeing Liquid

For the labor associated with an order in order to assign user data to TAG numbers, the assignment of customer-specific genetic information and the entry of user data assigned to the order into the database, DNAfor UG charges the user the following additional administration fee:

- one to fifteen orders: € 10.50 per order
- more than fifteen orders: maximum € 168.00 per year

(3.3) Database adjustments

I. For database adjustments to user data such as name, company name or address data, the user will be charged an administration fee of 25.00 Euro.

II. For a supplement of a database entry with information on a specific TAG, the user will be charged a lump sum of 5.50 Euro.

(3.4) Checking TAGs or dyeing liquids for authenticity

In order to perform an analysis for authenticity of products transferred to the DNAfor UG, the DNAfor charges a handling fee of € 3.50 per analyzed TAG or analyzed color particles of products or product sections marked with the dyeing liquor. Further information can be found in the terms of use.

(4) In the case of ordering from abroad, it cannot be ruled out that the bank or the country of the user will incur additional costs or taxes unknown to DNAfor UG (for example, import duties or processing fees). These are costs that cannot be paid by DNAfor UG or billed to DNAfor UG. DNAfor UG issues the user an invoice for the ordered goods, which will be sent to him in text form at the latest with delivery of the goods.

(5) Within three working days after receipt of the order confirmation, the user must transfer an advance payment amounting to 50% of the invoice amount (including value added tax) stated in the offer to the bank account specified by DNAfor UG (see also point 2, paragraph 4). The outstanding payment of 50% (including VAT) has to be transferred by the user no later than four working days after delivery of the goods to the bank account specified by DNAfor UG. The goods remain in the possession of the DNAfor UG until full payment.

#### **4. Passage of risk**

(1) The risk shall pass to the user at the latest upon the handover of the delivery item (whereby the commencement of the loading procedure is decisive) to the freight forwarder, carrier or other third party designated for carrying out the shipment. This also applies if partial deliveries are made. If the delivery of the goods is delayed as a result of a circumstance caused by the user, the risk passes to the users from the day on which the DNAfor UG is ready for dispatch and that has been indicated to the user.

(2) The shipping method and the packaging are subject to the due discretion of DNAfor UG.

(3) The consignment is insured by DNAfor UG only at the express request of the user and at his expense against theft, breakage, transport, fire and water damage or other insurable risks.

(4) The user bears the storage costs after transfer of risk. In the case of storage by DNAfor UG, the storage costs amount to 0.25% of the invoiced amount of the delivery items to be stored per completed week. The assertion and proof of further or lower storage costs are reserved.

#### **5. Delivery and delivery times**

(1) Deliveries are made from 22159 Hamburg, Germany.

(2) The delivery of products is at the discretion of DNAfor UG by post, by forwarding or parcel service. Delivery of the goods to the user takes place exclusively after the receipt of a signature by an authorized person, which has been agreed in writing between the user and the DNAfor UG in the terms of use provided to the user (see point 2, paragraph 5). Further information can be found in the Terms of Use of the DNAfor UG, which have been transferred to the user.

(3) Deadlines and deadlines for deliveries and services provided by DNAfor UG are only approximate, unless a fixed deadline has been expressly agreed. If shipment has been agreed, delivery periods and delivery dates refer to the time of transfer to the freight forwarder, carrier or other third party commissioned with the transport.

(4) Without prejudice to the user's rights of default, DNAfor UG may require the user to extend delivery and performance deadlines or postpone delivery and service deadlines for the period in which the user fails to comply with his obligations under the DNAfor UG enforcement.

(5) The DNAfor UG is not liable for impossibility of delivery or delays in delivery, as far as these by force majeure or other, at the time of the contract unforeseeable events (e.g. malfunctions of all kinds, difficulties in the procurement of materials or energy, transport delays, strikes, lawful Lockouts, lack of manpower, energy or raw materials, difficulties in obtaining necessary regulatory approvals, regulatory action, or the lack of, incorrect or untimely supplier delivery) that DNAfor UG is not responsible for. If such events of the DNAfor UG make the delivery or service significantly more difficult or impossible and the hindrance is not only temporary, DNAfor UG is entitled to withdraw from the contract. In the case of obstacles of a temporary duration, the delivery or service periods shall be extended or the delivery or service dates shall be postponed by the period of the hindrance plus a reasonable start-up period.

#### **6. Place of fulfillment and acceptance**

[1] Place of performance for all obligations arising from the contractual relationship is 22159 Hamburg, Germany unless otherwise specified.

[2] Insofar as acceptance has to take place, the goods shall be deemed accepted if:

a) the delivery has been completed,

b) DNAfor UG has informed the user of this fact with reference to the assumption of acceptance under this regulation and has requested him to accept it,

c) twelve working days have elapsed since delivery and

d) the user has refrained from accepting the order within this period for any other reason which makes the use of the purchased item impossible or substantially impaired.

## **7. Warranty**

[1] The delivered goods must be inspected carefully for possible defects immediately after receipt by the user. The goods are deemed to have been accepted by the user if DNAfor UG has not been informed about defects within two working days after receipt of the goods and the user did not determine any obvious defects which could be identified by an immediate, careful inspection.

[2] At the request of DNAfor UG the rejected goods shall be returned carriage paid to the DNAfor UG. In the case of a justified complaint, DNAfor UG reimburses the costs of the cheapest shipping method.

[3] In the case of defects in the delivered goods, DNAfor UG is obliged and entitled to rectify or to replace the goods after a reasonable period of time has elapsed. In case of failure, d. H. the impossibility, unacceptability, refusal or inappropriate delay of the repair or replacement delivery, the user can withdraw from the contract.

[4] In the case of defects in product components which DNAfor UG cannot eliminate for licensing or factual reasons, DNAfor UG will, at its discretion, assert its warranty claims against the manufacturer and supplier of the product components for the account of the user or to assign them to the user.

[5] Warranty claims against DNAfor UG shall only apply in the case of such defects under the other conditions and in accordance with these General Terms and Conditions of Delivery only if the enforcement of the above-mentioned claims against the manufacturer and supplier was unsuccessful (for example due to its insolvency). During the duration of the legal dispute, the limitation period of the respective warranty claims of the user against the DNAfor UG is inhibited.

## **8. Retention of title**

[1] The retention of title agreed upon below serves to safeguard all current and future claims of DNAfor UG against the user arising from the supplier relationship existing between the contractual partners.

[2] The goods delivered to the user by the DNAfor UG remain the property of the DNAfor UG until full payment of all secured claims. The goods as well as the goods, which take their place after this clause and are covered by the reservation of title, are hereinafter referred to as reserved goods.

[3] The user stores the reserved goods free of charge for the DNAfor UG.

[4] If the reserved goods are used by the user, i. if the products distributed by the user were labeled with DNAfor UG products, it is agreed that their use will take place on behalf of and for the account of DNAfor UG. DNAfor UG directly acquires ownership of products sold by the user which were labeled with DNAfor UG products in the proportion to the value of the reserved goods to the value of the products distributed by the user. In the event that such acquisition of ownership will not occur for the DNAfor UG, the user now already transfers his future property or in the above-mentioned ratio - his co-ownership of the product that has been distributed by the user - for safety to DNAfor UG.

(5) In the case of access by third parties to the reserved goods, in particular through seizure, the user will immediately draw the attention of third parties to the property of DNAfor UG so that DNAfor UG can enforce its property rights. If the third party is unable to reimburse the costs incurred by DNAfor UG in this regard and any judicial or extrajudicial costs, the user is liable to DNAfor UG.

(6) DNAfor UG will release the reserved goods as well as the items or claims which replace them on demand at its discretion, provided that their value exceeds the amount of the pending claims by more than 80%.

(7) If DNAfor UG withdraws from the contract in case of breach of contract by the user - in particular default of payment - DNAfor is entitled to demand the reserved goods.

## **9. Additional provision**

(1) The contracting parties agree on the application of the law of the Federal Republic of Germany with regard to all legal relationships arising from this contractual relationship.

(2) In the case of that a user (businessman, legal entity of public law, public law special fund, natural persons, legal entities, sole proprietorships or a legal partnership or joint-stock company) has relocated his seat abroad after conclusion of the contract or whose seat cannot be determined at the time the complaint is filed, the place of jurisdiction for any disputes arising from the business relationship between the DNAfor UG and the user the place of business of the DNAfor UG. Mandatory legal provisions on exclusive jurisdictions remain unaffected by this provision.

(3) Changes to these terms and conditions will be handed over to the user no later than three weeks before the date on which they take effect (for example by e-mail). The user's consent is considered granted if the user has not indicated his refusal prior to the date of the changes becoming effective. If the user does not agree to the amended General Terms and Conditions, then he will not be able to obtain any further goods from DNAfor UG in future.

(4) If products delivered by DNAfor UG to the user will be stolen from the user's stock by third parties, the DNAfor UG must be informed immediately. The DNAfor UG will delete then the TAG numbers associated with this theft from his database.

## **10. Final Determination**

Should individual provisions of these General Terms and Conditions (GTC) be ineffective or unenforceable or become impracticable, the validity of these General Terms and Conditions shall remain furthermore unaffected.

Hamburg, Germany - February 2020